
**RESTATED TERMS AND CONDITIONS
OF CONTRACT**

DATED: AUGUST 26, 2008

ISSUED BY

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)**

TO

THE PUBLIC SCHOOL ACADEMIES OF DETROIT

CONFIRMING THE STATUS OF

THE PUBLIC SCHOOL ACADEMIES OF DETROIT

AS AN

**URBAN HIGH SCHOOL ACADEMY CORPORATION AUTHORIZED TO OPERATE
ONE OR MORE URBAN HIGH SCHOOL ACADEMIES**

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Contract to Charter One or More Urban High School Academies

Pursuant to Part 6c of the Revised School Code ("Code"), being Sections 380.521 to 380.529 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees ("University Board") authorizes The Public School Academies of Detroit Corporation (the "Academy") to operate one or more urban high school academies, as defined below. Each School shall commence on the dates set forth in Schedule 11. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to urban high school academies.
- d) **Applicant** means the entity that submitted the urban high school academy application to the University for the establishment of the Academy.
- e) **Application** means the urban high school academy application and other documentation submitted to the University for the establishment of one or more urban high school academies.
- f) **Authorizing Resolution** means the resolution(s) adopted by the University Board that, among other things, approve the issuing of a Contract to the Academy to operate one or more urban high school academies.
- g) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- h) **Contract Administrator** means the entity that has been granted, pursuant to section 529 of the Code, certain responsibilities by the Academy Board and University Board, as set forth in this Contract. In the event that the Contract Administrator performs services that meet the Code's definition of the types of services provided by an Educational Management Company, the Contract

Administrator shall comply with the Code requirements for an Educational Management Company.

- i) **Contract** means, in addition to the definition set forth in the Code, the Terms and Conditions and the Schedules.
- j) **Educational Management Company** means a person or entity that meets the Code's definition of an Educational Management Company, including the entity that has entered, or entities that may in the future enter, into an agreement with the Academy to provide comprehensive educational, administrative, management, or instructional services or staff to the Academy.
- k) **Fund Balance Deficit** means the Academy has more liabilities than asset at the end of any given fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by, the Contract Administrator, an Educational Management Company or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from the Contract Administrator, an Educational Management Company or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- l) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Board may amend the MCRR each fiscal year or at such other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- m) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of Academy Board members, qualification of Board Academy members and other pertinent provisions related to the Academy Board.
- n) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.
- o) **School** means one or more urban high school academies the Academy is authorized to operate under this Contract.
- p) **Terms and Conditions** means this document.
- q) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.841 *et seq.*

- r) **University Board** means the Grand Valley State University Board of Trustees.
- s) **University Charter Schools Hearing Panel or Hearing Panel** means such person(s) as designated by the University President.
- t) **University Charter Schools Office or CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for urban high school academy applicants and urban high school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- u) **University Charter Schools Office Director or CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- v) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. Portions of the Applicant's Application have been incorporated into this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. Conflicting Contract Provisions. In the event that there is a conflict between language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iv) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (v) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolutions which are incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract and MCRR incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- b) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- c) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- d) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and

revisions to the University Charter Schools Office following Academy Board approval.

- e) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.
- f) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- g) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- h) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections shall occur during the Academy's hours of operation and after advance notice to the Academy.

Section 2.3. Reimbursement of University Board Costs. The Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for overseeing the Academy's compliance with the Contract and all Applicable Law. The University's use of the administrative fee shall be governed by the Code.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall promptly, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Management Company, the University's authorization shall not be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other

instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be pledged for the payment of any Academy contract, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Contract Administrator; Limits on Authority. The Code permits the University Board and the Academy to define the role of the Contract Administrator. In accordance with section 529(c) of the Code, MCL 380.529(c), the Contract Administrator shall have such authority as delegated by the Academy Board to carryout its duties and responsibilities, as further defined in the agreement between the Academy and the Contract Administrator. Notwithstanding any provision agreed to by the Contract Administrator and the Academy, the Contract Administrator shall not be authorized to carry out any duty or responsibility that cannot be legally delegated by the Academy to the Contract Administrator. For purposes of this Contract, non-delegable duties shall include the following: (i) selection and nomination of individuals to serve on the Academy Board; (ii) approval or amendment of this Contract; (iii) voluntary termination of this Contract by the Academy Board; (iv) the decision to dissolve and wind-up the business affairs of the Academy and (v) expulsion of Academy students.

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 of Article II of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

ARTICLE IV

PURPOSE

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of each School. Any subsequent change to a School's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. Each School's stated purpose or mission shall be set forth in the Schedules.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified for each School and contained in the Schedules. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such

proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate each School and its pupils' work based on the assessment strategies identified in the Schedules. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending each School and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of each School's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test to each School's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to continue, suspend, terminate or revoke the Contract or the Academy's authorization to operate a particular School(s).

Section 6.6. Staff Responsibilities. Subject to Section 2.5 of Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with personnel for each School as set forth in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria is set forth in the Schedules.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law.. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each School no later than July 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate a Kindergarten through Twelve Grade (K-12) Configuration for each School. Within five (5) years from commencing operations, each School operated by the Academy shall offer grades 9 through 12. The current Age/Grade Range of Pupils Enrolled in each School is set forth in the Schedules. The Academy may add additional programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles.

Section 6.11. Address and Description of Proposed Site(s). Pursuant to section 522(5) of the Code, MCL 380.522(5), the University Board authorizes the Academy to operate the Schools, each with a grade configuration of Kindergarten through Twelfth Grade (K-12), at the site or sites identified the Schedules. The proposed addresses and descriptions of each School's proposed site or sites, as well as the address of each School's central administrative office, is set forth in the Schedules. For purposes of this Contract, the Academy shall be in violation of the single site restrictions set forth in the Code if the Academy operates any School at another site or sites without first obtaining the written authorization of the University Board.

Following Academy Board and University Board approval, proposed changes to the address and description of any School site or sites, including the addition of any new site or sites that constitute the equivalent of a separate contract under section 524(1) of the Code, MCL 380.524(1), shall be incorporated into this Contract by amendment.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. Tuition Prohibited; Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

ARTICLE VIII

COMPLIANCE WITH PART 6C OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6c of the Code. The Academy shall comply with Part 6c and other parts of the Code that apply to urban high school academies. With the exception of

Part 6a of the Code, the Academy shall comply with other provisions of the Code applicable to public school academies.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 522(3)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 522(3)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 522(3)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. Pursuant to Section 522(3)(d), the Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. Pursuant to Section 522(3)(g), the Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. Pursuant to Section 522(3)(h), the Academy shall comply with the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2101 to 141.2821 of the Michigan Compiled Laws.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to urban high school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to urban high school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending the Articles. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon a majority vote of the University Board members attending a University Board meeting. Upon University Board approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending the Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaw shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board bylaw change made in accordance with this Section 9.3.

ARTICLE X

CONTRACT REVOCATION, SUSPENSION, AND TERMINATION

Section 10.1. Statutory Grounds for Revocation. This Contract may be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.3, that one or more of the following has occurred:

- a) Failure of the Academy to abide by and meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.2. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1, the University Board may, in its sole discretion, revoke this Contract pursuant to the procedures set forth in Section 10.3 upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate a School, or the Academy has lost more than twenty-five percent (25%) of its student enrollment in a School from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services without first obtaining University Board approval;
- e) The University discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;

- g) The Academy fails to offer grades 9 through 12 within 5 years after commencing operations at any School;
- h) The Academy violates the single site restrictions set forth in the Code or the Academy operates at a separate site or sites that constitutes the issuance of a contract under Section 524 of the Code, MCL 380.524, without the prior written authorization of the University Board; or
- i) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.12 of the Terms and Conditions.

Section 10.3. University Board Procedures for Revoking Contract. The University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University Representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies

outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.

- d) Plan of Correction Shall Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director shall reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of Academy's authorization to contract with Educational Management Company; or (iv) the appointment of a new Academy Board of Directors or a trustee to take over operations of the Academy.
- e) Request for Revocation Hearing. The CSO Director or other University Representative, may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.3(b);
 - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
 - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
 - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
 - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.3(c);
 - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
 - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director or other University Representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.
- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.

- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.4. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of Academy staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.1 or 10.2, the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.3. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel, if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.4 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract, shall be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.3(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.3(f) through (i).

Section 10.5. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.6. Superintending Control in the Event of an Emergency; Appointment of Conservator. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may exercise superintending control over the Academy pending completion of the procedures described in Sections 10.3 and 10.7. The University Board may appoint a conservator to manage the day to day operations of the Academy in place of the Academy Board. A conservator appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board's decision.

Section 10.7. Termination by University Board. The University Board, in its sole discretion, reserves the right to terminate the Contract for any reason provided that such termination shall not take place less than one (1) year from the date of the University Board's action. The University Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner or the University Board may take superintending control actions pursuant to this Article X.

Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted.

Section 10.8. School Authorization Termination. If the Academy for any reason is unable to enroll students and conduct classes within (12) twelve months from the identified opening date at any School, then the University Board's authorization for that particular School is automatically terminated without further action of the parties. The University Board may waive this (12) twelve month requirement by written permission prior to the conclusion of the (12) twelve month period.

Section 10.9. Adverse University Board Action Against Academy Site Constituting Separate Contract. If the University Board has authorized the Academy to operate at different

sites under this Contract, and those different sites constitute a separate contract for purposes of section 524 of the Code, then the University Board, at its sole discretion, may take action under the applicable section of this Article X, to revoke, suspend or terminate a permitted site constituting a contract for purposes of Section 524 of the Code, without acting on or adversely affecting the Academy's authority to operate under this Contract or the Academy's authority to operate another School not subject to such action. If applicable, the University Board shall identify the School constituting a contract for purposes of Section 524 of the Code in any notice issued under this Article X.

ARTICLE XI

PROVISIONS RELATING TO URBAN HIGH SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade and at any School.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverage:

- a) Property insurance covering all of the Academy's real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers' Compensation or Workers' Compensation without employees "if any" insurance (statutory limits) and Employers' Liability insurance with a minimum of five hundred thousand dollars (\$500,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000);

- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an "A" best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured.

The Academy shall list the University Board and the University on the insurance policies as an additional insured on insurance coverage listed in (b), (c), (e) and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University President an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University's insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is

limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. For each approved School, a copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that each School's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for each School's physical facilities. The Academy Board shall not conduct classes at any School site or sites until the Academy has complied with this Section 11.9. Copies of these certificates for each School shall be incorporated into the Schedules.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Contract Administrator and Educational Management Company Agreements. The Academy may enter into an agreement with the Contract Administrator to perform certain functions as outlined in the agreement. The Academy may enter into a management agreement with Educational Management Company to contract out its administrative and/or educational personnel. The proposed Contract Administrator agreement and proposed management agreement(s) shall be submitted to the University President for review and shall be valid if not disapproved. Any subsequent amendments must be submitted to the University President for review and may be disapproved if the proposed Contract Administrator or management agreement amendment(s) violate either the Contract or Applicable Law.

Section 11.12. Required Provisions for Contract Administrator and Educational Management Company Agreements. The Contract Administrator agreement and any educational management company agreement entered into by the Academy must contain the following provisions:

"Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby

promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the urban high school academy application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or [Contract Administrator] [Educational Management Company], or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Revocation or Termination of Contract. If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties."

"Compliance with Academy's Contract. The [Contract Administrator] [Educational Management Company] agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

Section 11.13. Incompatible Public Offices and Conflicts of Interest Statutes. Pursuant to Sections 522(3)(e) and (f), the Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or paid consultant of an Educational Management Company that has an agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or paid consultant of the Contract Administrator;

(d) An individual simultaneously serving as an Academy Board member and a independent contractor to the Academy;

(e) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(f) An individual simultaneously serving as an Academy Board member and a University employee or paid consultant.

Section 11.14. Certain Familial Relationships Prohibited. No person shall be eligible to serve as an Academy Board member if the person's spouse, child, parent, or sibling has: (i) an ownership interest in the Educational Management Company, the Contract Administrator or the Applicant; or (ii) if the person's spouse, child, parent, or sibling is in a managerial, administrative or officer position with the Educational Management Company, Contract Administrator or the Applicant.

Section 11.15. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.16. Information Available to the Public and University.

(a) Information to be provided by the Academy. The Academy shall make information concerning its operation and management, including without limitation information describing the staff responsibilities at each School, available to the public and the University in the same manner and to the same extent as is required for school districts under Applicable Law.

(b) Information to be provided by Educational Management Company. The agreement between the Academy and the Educational Management Company shall contain a provision requiring the Educational Management Company to make information concerning the operation and management of the Academy, including without limitation information describing the staff responsibilities at each School, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon receipt by the transmitting party or confirmation or answer back if delivery is by telex or telegram; or (iii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director
1 Campus Drive
Allendale, MI 49401

If to Academy: The Public School Academies of Detroit
500 Woodward Avenue
Suite 4000
Detroit, MI 48226

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification.

(a) Academy Indemnification. The Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6c of the Code or actions taken by the University Board as an authorizing body under Part 6c of the Code, the University Board's consideration of or issuance of a Contract, the Academy's

preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

(b) Applicant Indemnification. As part of the Application, the Applicant has entered into an Indemnification Agreement with the University Board and has agreed, under certain conditions, to indemnify and hold harmless the University Board, the University and its Board of Trustees members, officers, employees, agents and representatives. Under the Indemnification Agreement, the Applicant's indemnity obligation commenced on the date the Application was approved by the University Board, and shall continue for a period of two years following the date the University Board issued the Contract to the Academy. The Applicant's Indemnification Agreement contained in the Application is hereby incorporated into these Terms and Conditions and shall be considered a part of this Contract.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the Applicant, the Educational Management Company or the Contract Administrator. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Initial Term of Contract and Renewal.

(a) Staggered Terms of Contract. This Contract contains the University Board's authorization for the Academy to operate the Schools. The Academy is authorized to operate the Schools beginning on the dates set forth Schedule 11.

If the Academy satisfies the conditions set forth below in Section 12.14(b) for each School, the Contract authorization for each School shall be in effect for ten (10) years and shall expire on June 30th of the tenth year after the issuance of the Contract, unless sooner revoked or terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate if any of the following does not occur prior to the first day the Academy opens a school building/site for operation to receive State School Aid payments, or on the date designated by the University, if other than the first day the Academy opens:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Management Company and the Contract Administrator. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases or other agreements for the School site or sites set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Management Company, the Contract Administrator, the Applicant or an affiliate of the Applicant complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the School site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the School site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the School site or sites set forth in the Schedules.
- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.

- (viii) Any additional financial information or documentation requested by the University President.

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

- (c) Contract Renewal. The University Board retains the right to determine whether or not the Academy has met "substantial compliance" with all Contract requirements, including but not limited to contractual operational compliance and the attainment of educational goals.

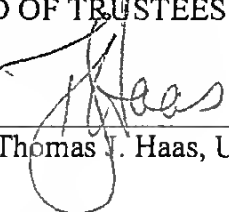
Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.7, Section 11.12 and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

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As the designated representative of the Grand Valley State University Board of Trustees, I hereby authorize this issuance of a Contract to the Academy to operate one or more urban high school academies on the dates set forth above in Section 12.14(a).

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: 
Thomas J. Haas, University President

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by this Contract.

THE PUBLIC SCHOOL ACADEMIES OF DETROIT

By: _____
Chairperson, Board of Directors

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As the designated representative of the Grand Valley State University Board of Trustees, I hereby authorize this issuance of a Contract to the Academy to operate one or more urban high school academies on the dates set forth above in Section 12.14(a).

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

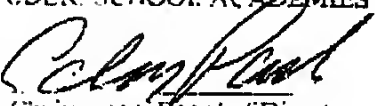
By _____

Thomas J. Haas, University President

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by this Contract.

THE PUBLIC SCHOOL ACADEMIES OF DETROIT

By _____


Chairperson, Board of Directors

Noted
R. W.

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: DECEMBER 14, 2007

ISSUED BY

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)**

TO

THE PUBLIC SCHOOL ACADEMIES OF DETROIT

CONFIRMING THE STATUS OF

THE PUBLIC SCHOOL ACADEMIES OF DETROIT

AS AN

URBAN HIGH SCHOOL ACADEMY

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Contract to Charter a Urban High School Academy

Pursuant to Part 6c of the Revised School Code ("Code"), being Sections 380.521 to 380.529 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees ("University Board") issues a contract to The Public School Academies of Detroit (the "Academy"), to be effective December 14, 2007, confirming the Academy's status as an urban high school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract. For purposes of this Contract, the term **Charter School** shall mean **Urban High School Academy**.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to urban high school academies.
- d) **Applicant** means the entity that submitted the urban high school academy application to the University for the establishment of the Academy.
- e) **Application** means the urban high school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorizing Resolution** means a resolution adopted by the University Board approving the Academy's Application, appointing the initial Academy Board members and issuing a Contract to the Academy.
- g) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- h) **Contract Administrator** means the entity that has been granted, pursuant to section 529 of the Code, certain responsibilities by the

Academy Board and University Board, as set forth in this Contract. In the event that the Contract Administrator performs services that meet the Code's definition of the types of services provided by an Educational Management Company, the Contract Administrator shall comply with the Code requirements for an Educational Management Company.

- i) **Contract** means, in addition to the definition set forth in the Code, the Terms and Conditions and the Schedules.
- j) **Educational Management Company** means a person or entity that meets the Code's definition of an Educational Management Company, including the entity that has entered, or entities that may in the future enter, into an agreement with the Academy to provide comprehensive educational, administrative, management, or instructional services or staff to the Academy.
- k) **Fund Balance Deficit** means the Academy has more liabilities than asset at the end of any given fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by, the Contract Administrator, an Educational Management Company or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from the Contract Administrator, an Educational Management Company or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- l) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Board may amend the MCRR each fiscal year or at such other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- m) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of Academy Board members, qualification of Board Academy members and other pertinent provisions related to the Academy Board.

- n) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.
- o) **Terms and Conditions** means this document.
- p) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.841 *et seq.*
- q) **University Board** means the Grand Valley State University Board of Trustees.
- r) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- s) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for urban high school academy applicants and urban high school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- t) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- u) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. Portions of the Applicant's Application have been incorporated into this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. Conflicting Contract Provisions. In the event that there is a conflict between language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iv) the Terms and Conditions shall control over any

other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (v) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolution. The University Board has adopted the Authorizing Resolution which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract and MCRR incorporated into this Contract as Schedule 13. Additionally, the Academy shall be responsible for the following:

- a) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to the Department of Education or other agency authorized by the State to collect school data.
- b) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting its educational goals incorporated into this Contract as Schedule 4, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President.

The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.

- c) The Academy shall submit audited financial reports, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The reports shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- d) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgetary and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- e) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.
- f) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- g) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- h) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections shall occur during the Academy's hours of operation and after advance notice to the Academy.

Section 2.3. Reimbursement of University Board Costs. The Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for overseeing the Academy's

compliance with the Contract and all Applicable Law. The University's use of the administrative fee shall be governed by the Code.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall promptly within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 7.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with Educational Management Company, the University's authorization shall not be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be pledged for the payment of any Academy contract, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Contract Administrator; Limits on Authority. The Code permits the University Board and the Academy to define the role of the Contract Administrator. In accordance with section 529(c) of the Code, MCL 380.529(c), the Contract Administrator

shall have such authority as delegated by the Academy Board to carryout its duties and responsibilities, as further defined in the agreement between the Academy and the Contract Administrator. Notwithstanding any provision agreed to by the Contract Administrator and the Academy, the Contract Administrator shall not be authorized to carry out any duty or responsibility that cannot be legally delegated by the Academy to the Contract Administrator. For purposes of this Contract, non-delegable duties shall include the following: (i) selection and nomination of individuals to serve on the Academy Board; (ii) approval or amendment of this Contract; (iii) voluntary termination of this Contract by the Academy Board; (iv) the decision to dissolve and wind-up the business affairs of the Academy and (v) expulsion of Academy students.

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 of Article II of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

ARTICLE IV

PURPOSE

Section 4.1. Academy's Purpose. The Acadcmly Board shall identify the purpose or mission of the Academy. Any subsequent change to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be incorporated as part of Schedule 4.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board

represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified in Schedule 4. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in Schedule 5. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 8 and listed below. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;

- b) an assessment of student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test to each grade or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to continue, suspend, terminate or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 of Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with personnel as outlined in Schedule 6.

Section 6.7. Admission Policy. The Academy shall comply with all admissions policies and criteria required by laws applicable to urban high school academies under the Code. A copy of the Academy's admission policies and criteria are incorporated into this Contract as Schedule 9.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by law applicable to urban high school academies under the Code. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into this Contract as Schedule 10 without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. Within five (5) years from commencing operations, the Academy shall offer grades 9 through 12. The Academy's current Age/Grade Range of Pupils Enrolled is set forth in Schedule 11. The Academy may add additional grades and other programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles.

Section 6.11. Address and Description of Proposed Site(s). Pursuant to section 524(1) of the Code, MCL 380.524(1), the University Board authorizes the Academy to operate the configuration of grades identified in Schedule 11 at the site or sites identified

in Schedule 12. The proposed addresses and descriptions of the Academy's proposed site or sites, as well as the address of each Academy's central administrative office or offices, are set forth in Schedule 12. For purposes of this Contract, the Academy shall be in violation of the single site restrictions set forth in the Code if the Academy operates at any site or sites without first obtaining the written authorization of the University Board.

Following Academy Board and University Board approval, proposed changes to the address and description of any Academy site or sites, including the addition of any new site or sites that constitute a contract for purposes of section 524(1) of the Code, MCL 380.524(1), shall be incorporated as an amendment to Schedule 12. Notwithstanding any other provision in this Contract, the Academy shall not enroll more than 125 students in any particular grade at any site or sites constituting an additional contract under section 524(1) of the Code, MCL 380.524(1), without prior written authorization from the University Board.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. Tuition Prohibited; Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

ARTICLE VIII

COMPLIANCE WITH PART 6C OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6c of the Code. The Academy shall comply with Part 6c and other parts of the Code that apply to urban high school academies. With the exception of Part 6a of the Code, the Academy shall comply with other provisions of the Code applicable to public school academies.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 522(3)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 522(3)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 522(3)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. Pursuant to Section 522(3)(d), the Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budget and Accounting Act. Pursuant to Section 522(3)(g), the Academy shall comply with the Uniform Budget and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. Pursuant to Section 522(3)(h), the Academy shall comply with the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2101 to 141.2821 of the Michigan Compiled Laws.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to urban high school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to urban high school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending the Articles. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon a majority vote of the University Board members attending a University Board meeting. Upon University Board approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due

to a change in law or for other reasons, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending the Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaw shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board bylaw change made in accordance with this Section 9.3.

ARTICLE X

CONTRACT REVOCATION, SUSPENSION, AND TERMINATION

Section 10.1. Statutory Grounds for Revocation. This Contract may be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.3, that one or more of the following has occurred:

- a) Failure of the Academy to abide by and meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.2. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1, the University Board may, in its sole discretion, revoke this Contract pursuant to the procedures set forth in Section 10.3 upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;

- b) The Academy has insufficient enrollment to successfully operate a urban high school academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services without first obtaining University Board approval;
- e) The University discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy fails to offer grades 9 through 12 within 5 years after commencing operations;
- h) The Academy violates the single site restrictions set forth in the Code or the Academy operates at a separate site or sites that constitutes the issuance of a contract under Section 524 of the Code, MCL 380.524, without the prior written authorization of the University Board; or
- i) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.12 of the Terms and Conditions.

Section 10.3. University Board Procedures for Revoking Contract. The University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University Representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.

- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.
- d) Plan of Correction Shall Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director shall reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of Academy's authorization to contract with Educational Management

Company; or (iv) the appointment of a new Academy Board of Directors or a trustee to take over operations of the Academy.

e) Request for Revocation Hearing. The CSO Director or other University Representative, may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:

- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.3(b);
- ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
- iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
- iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
- v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.3(c);
- vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
- vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director or other University Representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their

presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of School Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the school code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.4. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of Academy staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.1 or 10.2, the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.3. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel, if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.4 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract, shall be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.3(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.3(f) through (i).

Section 10.5. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the

ten (10) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.6. Superintending Control in the Event of an Emergency; Appointment of Conservator. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may exercise superintending control over the Academy pending completion of the procedures described in Sections 10.3 and 10.7. The University Board may appoint a conservator to manage the day to day operations of the Academy in place of the Academy Board. A conservator appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board's decision.

Section 10.7. Termination by University Board. The University Board, in its sole discretion, reserves the right to terminate the Contract for any reason provided that such termination shall not take place less than one (1) year from the date of the University Board's action. The University Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner or the University Board may take superintending control actions pursuant to this Article X.

Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted.

Section 10.8. Site Authorization Termination. If the Academy for any reason is unable to enroll students and conduct classes within (12) twelve months from the identified opening date of a site authorized by this Contract, then the University Board's authorization to use the proposed site(s) is automatically terminated without further action of the parties. The University Board may waive this (12) twelve month requirement by written permission prior to the conclusion of the (12) twelve month period.

Section 10.9. Adverse University Board Action Against Academy Site Constituting Separate Contract. If the University Board has authorized the Academy to

operate at different sites under this Contract, and those different sites constitute the issuance of more than one contract for purposes of section 524 of the Code, then the University Board, at its sole discretion, may take action, under the applicable section of this Article X, to revoke, suspend or terminate a permitted site constituting a contract for purposes of Section 524 of the Code, without acting on or adversely affecting the Academy's authority to operate under this Contract or the Academy's authority to operate at another permitted site not subject to such action. If applicable, the University Board shall identify the site constituting a contract for purposes of Section 524 of the Code in any notice issued under this Article X.

ARTICLE XI

PROVISIONS RELATING TO URBAN HIGH SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

- a) Property insurance covering all of the Academy's real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers' Compensation or Workers' Compensation without employees "if any" insurance (statutory limits) and Employers' Liability insurance with a minimum of five hundred thousand dollars (\$500,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one

million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);

- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000);
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an "A" best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured.

The Academy shall list the University Board and the University on the insurance policies as an additional insured on insurance coverages listed in (b), (c), (e) and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University President an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University's insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University's insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that

the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. For each approved site or sites, a copy of the Academy's lease or deed shall be incorporated into this Contract under Schedule 12.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that the Academy's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the Academy's physical facilities. The Academy Board shall not conduct classes until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into this Contract under Schedule 12.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Contract Administrator and Educational Management Company Agreements. The Academy may enter into an agreement with the Contract Administrator to perform certain functions as outlined in the agreement. The Academy may enter into a management agreement with Educational Management Company to contract out its administrative and/or educational personnel. The proposed Contract Administrator

agreement and proposed management agreement(s) shall be submitted to the University President for review and shall be valid if not disapproved. Any subsequent amendments must be submitted to the University President for review and may be disapproved if the proposed Contract Administrator or management agreement amendment(s) violate either the Contract or Applicable Law.

Section 11.12. Required Provisions for Contract Administrator and Educational Management Company Agreements. The Contract Administrator agreement and any educational management company agreement entered into by the Academy must contain the following provisions:

"Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the urban high school academy application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or [Contract Administrator] [Educational Management Company], or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Revocation or Termination of Contract. If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties."

"Compliance with Academy's Contract. The [Contract Administrator] [Educational Management Company] agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

Section 11.13. Incompatible Public Offices and Conflicts of Interest Statutes. Pursuant to Sections 522(3)(e) and (f), the Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or paid consultant of an Educational Management Company that has an agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or paid consultant of the Contract Administrator;

(d) An individual simultaneously serving as an Academy Board member and a independent contractor to the Academy;

(e) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(f) An individual simultaneously serving as an Academy Board member and a University employee or paid consultant.

Section 11.14. Certain Familial Relationships Prohibited. No person shall be eligible to serve as an Academy Board member if the person's spouse, child, parent, or sibling has: (i) an ownership interest in the Educational Management Company, the Contract Administrator or the Applicant; or (ii) if the person's spouse, child, parent, or sibling is in a managerial, administrative or officer position with the Educational Management Company, Contract Administrator or the Applicant.

Section 11.15. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.16. Information Available to the Public and University.

(a) Information to be provided by the Academy. The Academy shall make information concerning its operation and management, including without limitation the information described in Schedule 14, available to the public and the University in the

same manner and to the same extent as is required for school districts under Applicable Law.

(b) Information to be provided by Educational Management Company. The agreement between the Academy and the Educational Management Company shall contain a provision requiring the Educational Management Company to make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 14, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon receipt by the transmitting party or confirmation or answer back if delivery is by telex or telegram; or (iii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director
1 Campus Drive
Allendale, MI 49401

If to Academy:

The Public School Academies of Detroit
500 Woodward Avenue
Suite 4000
Detroit, MI 48226

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification.

(a) Academy Indemnification. The Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6c of the Code or actions taken by the University Board as an authorizing body under Part 6c of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

(b) Applicant Indemnification. As part of the Application, the Applicant has entered into an Indemnification Agreement with the University Board and has agreed, under certain conditions, to indemnify and hold harmless the University Board, the University and its Board of Trustees members, officers, employees, agents and representatives. Under the Indemnification Agreement, the Applicant's indemnity obligation commenced on the date the Application was approved by the University Board, and shall continue for a period of two years following the date the University Board issued the Contract to the Academy. The Applicant's Indemnification Agreement

contained in the Application is hereby incorporated into these Terms and Conditions and shall be considered a part of this Contract.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the Applicant, the Educational Management Company or the Contract Administrator. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Initial Term of Contract and Renewal.

(a) Initial Term of Contract. This Contract shall commence on the date first set forth above. If the Academy satisfies the conditions set forth below in Section 12.14(b), this Contract shall be in effect for ten (10) years and shall expire on June 30th of the tenth year after the issuance of the Contract, unless sooner revoked or terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate if any of the following does not occur prior to the first day the Academy opens a school building/site for operation to receive State School Aid payments, or on the date designated by the University, if other than the first day the Academy opens:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Management Company and the Contract Administrator. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property lease for the school facilities set forth in Schedule 12. The terms and conditions of the real property lease must be acceptable to the University President.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Management Company, the Contract Administrator, the Applicant or an affiliate of the Applicant complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the Academy's school facility identified in Schedule 12.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the Academy's school facility identified in Schedule 12.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the Academy's school facility identified in Schedule 12.
- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

- (c) Contract Renewal. The University Board retains the right to determine whether or not the Academy has met "substantial compliance" with all Contract requirements, including but not limited to contractual operational compliance and the attainment of educational goals.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.7, Section 11.12 and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

[INTENTIONALLY LEFT BLANK]

As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: 
University Board Chairperson

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by this Contract.

THE PUBLIC SCHOOL ACADEMIES OF DETROIT

By: 
Chairperson, Board of Directors



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 14, 2014:

Authorization of Amended Method of Selection Resolution for the Public
School Academies of Detroit

WHEREAS, the Michigan Legislature has provided for the establishment of urban high school academies as part of the Michigan public school system by enacting Act No. 179 of the Public Acts of 2003; and

WHEREAS, the Board of Trustees has issued a contract to the Public School Academies of Detroit, effective August 26, 2008; and

WHEREAS, the Public School Academies of Detroit desires an amendment to the Method of Selection to allow for increased board member participation;

NOW, THEREFORE, BE IT RESOLVED:

That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

1. Method of Selection and Appointment of Academy Board Members:
 - a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools

Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
 - c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
2. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

3. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

4. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

7. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a

vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.


8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7), nine (9), or eleven (11) as determined from time to time by the Academy Board.
9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)
Eleven (11)	Six (6)

10. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)
Eleven (11)	Six (6)	Six (6)

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 24th day of February 2014.


Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University

SCHEDULE 1

METHOD OF SELECTION RESOLUTION AND AUTHORIZING RESOLUTION

The method of selection resolution and authorizing resolution are attached:

- Method of Selection Resolution, dated April 28, 2006 (PSAD)
- Authorizing Resolution, dated April 28, 2006 (PSAD: UPSM)
- Authorizing Resolution, dated April 25, 2008 (PSAD: UPA)
- Authorizing Resolution, dated April 25, 2008 (PSAD: HFA)



MINUTES
FOR REGULAR MEETING
OF THE BOARD OF TRUSTEES
OF GRAND VALLEY STATE UNIVERSITY

The second meeting in 2008 of the Board of Trustees of Grand Valley State University was held at the Kirkhof Center on the Allendale Campus of Grand Valley State University on Friday, April 25, 2008.

The following members of the Board were present:

Donna K. Brooks
Noreen K. Myers
Shelley E. Padnos
Lucille S. Taylor, Chair
Michael D. Thomas
Kate Pew Wolters
Thomas J. Haas, President, Ex Officio

The following members of the Board were absent:

Daniel J. Aronoff
Dorothy A. Johnson

The following Executive and Board officers were present:

Jeanne J. Arnold, Vice President for Inclusion and Equity
Jim Bachmeier, Vice President for Finance and Administration,
and Treasurer, Board of Trustees
Gayle R. Davis, Provost and Vice President for Academic Affairs
Teri L. Losey, Special Assistant to the President and Secretary, Board of Trustees
Matthew E. McLogan, Vice President for University Relations
Maribeth G. Wardrop, Vice President for Development

The meeting was called to order at 11:00 a.m.

I. SECRETARY'S REPORT

(Teri L. Losey)

08-2-1 (1) Approval of Minutes of Prior Meeting

On motion by Mrs. Wolters and second by Ms. Myers, the following resolution was adopted unanimously:

RESOLVED, that the minutes of the meeting, held February 29, 2008, are approved as distributed.

08-2-2 (2) Motion to Adopt Agenda

On motion by Mrs. Brooks and second by Mr. Thomas, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees agenda for the April 25, 2008, meeting is approved as distributed.

08-2-3 (3) Commencement Announcements

April Commencement will be held on Saturday, April 26, 2008, at the Van Andel Arena in downtown Grand Rapids. The first ceremony will begin promptly at 10 a.m. and the second promptly at 3 p.m. Additional information regarding robing location, parking arrangements, etc. for the April 26 Commencement ceremonies has been mailed to members of the Board of Trustees.

Additionally, the Traverse City Commencement ceremony will be held on Thursday, May 1, 2008, at the Grand Traverse Resort in Acme, Michigan beginning at 6 p.m.

08-2-4 (4) Bylaw Amendment for Nominating Committee

On motion by Mrs. Wolters and second by Mrs. Brooks, the following resolution was adopted unanimously:

RESOLVED, the Board of Trustees of Grand Valley State University approves the amendment to Article V, Section 5.1 of the Bylaws as presented at this meeting.

Chair Taylor identified the following candidates for the nominating committee:

Dorothy A. Johnson, Chair
Noreen K. Myers
Michael D. Thomas

The Board of Trustee election of officers will occur at the July 18, 2008, meeting.

II. GENERAL REPORTS

08-2-5 (5) Personnel Actions

On motion by Mrs. Brooks and second by Mr. Thomas, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees approves the personnel actions as reported at this meeting.

08-2-6 (6) Gift and Grant Summary

On motion by Mrs. Brooks and second by Mr. Thomas, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees gratefully accepts the gifts and grants of \$2,435,209.39 presented at this meeting for January 1, 2008 through February 29, 2008.

08-2-7 (7) Revision to Administrative Manual – Chapter 4 – Section 2

On motion by Mr. Thomas and second by Ms. Padnos, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees approves the changes to Chapter 4, Section 2.5 – Regular Faculty Rank; Section 2.8 – Academic Tenure; Section 2.9 – Evaluation Criteria for Renewal of Probationary Appointments, Promotion, Tenure, and Periodic Performance Reviews; and Section 2.20 – Salary Administration of the *Administrative Manual*, as presented at this meeting.

08-2-8 (8) Revisions to Administrative Manual Chapter 3 – Section C.1

On motion by Mrs. Wolters and second by Mrs. Brooks, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees approves the change to Chapter 3, Section C.1 – Undergraduate Degree Programs, of the *Administrative Manual* to rename the undergraduate Public Administration program to Public and Nonprofit Administration.

08-2-9 (9) Faculty Achievements

08-2-10 (10) 2008-2009 Endowment Fund Spending Rates

II. GENERAL REPORTS (cont'd.)

On motion by Ms. Padnos and second by Mrs. Wolters, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees approves the 2008-2009 Endowment Fund Spending Rates as presented at this meeting.

08-2-11 (11) 2008-2009 and Revised 2007-2008 Auxiliary Operating Budgets

On motion by Mrs. Wolters and second by Ms. Myers, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees approves the 2008-2009 and Revised 2007-2008 Auxiliary Operating Budgets as presented at this meeting.

08-2-12 (12) Preliminary Spending Authority for Fiscal Year 2008-2009

On motion by Mrs. Wolters and second by Ms. Myers, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees approves the Preliminary Spending Authority at levels consistent with the 2007-2008 budget for Fiscal Year 2008-2009 until the 2008-2009 budget is adopted.

08-2-13 (13) Charter Schools Report

I. Resolution Approving the Merger, Transfer of Enrolled Pupils and Property Between University Preparatory Academy and Public School Academies of Detroit; the Termination of the University Preparatory Academy Contract; the Addition of Sites to Public School Academies of Detroit Contract and the Issuance of A Second Contract to Public School Academies of Detroit Comprised of Additional Sites

On motion by Ms. Myers and second by Ms. Padnos, the following resolution was adopted unanimously:

WHEREAS, the Michigan Legislature and Governor recently passed Public Act 1 of 2008 ("PA 1") which, among other things, amends part 6A of the Revised School Code ("Code") by authorizing a public school academy to transfer its enrolled pupils and property to another public school; and

WHEREAS, under the Code, public school academies and urban high school academies are organized as nonprofit corporations in the state of Michigan, subject to the Michigan Non-Profit Corporations Act, MCL 450.2101 et seq. ("Act"); and

II. GENERAL REPORTS (cont'd.)

WHEREAS, the Act contains provisions which allow two or more non-profit corporations to merge together; and

WHEREAS, according to PA 1, a public school academy is required to seek approval from its authorizing body for the proposed transfer of its enrolled pupils and property before the transfer can be implemented; and

WHEREAS, the University Preparatory Academy ("UPA") board of directors, a public school academy authorized by the Board of Trustees of Grand Valley State University ("University Board"), at its March 10, 2008 meeting, adopted a resolution approving a plan of merger and merger proposal in accordance with the Act that would, among other things, merge UPA into the Public School Academies of Detroit ("Academy") and transfer UPA's enrolled pupils and property to the Academy, an urban high school academy authorized by the University Board; and

WHEREAS, the Academy, at its April 8, 2008 meeting, adopted a resolution approving a plan of merger which, upon the effective date of the merger, will result in UPA and the Academy merging with the Academy being the surviving corporation upon completion of the merger, as well as UPA's enrolled pupils and property being transferred to the Academy; and

WHEREAS, the University Board, as the authorizing body for both UPA and the Academy, has reviewed the proposed plan of merger and hereby agrees to permit (i) UPA to merge into the Academy with the Academy being the surviving corporation upon completion of the merger; and (ii) UPA's enrolled pupils and property to be transferred to the Academy.

NOW, THEREFORE, BE IT RESOLVED:

APPROVAL OF MERGER AND TRANSFER OF PUPILS AND PROPERTY

1. To the extent required by the Code, the University Board hereby approves:
 - (a) the merger between UPA and the Academy; and
 - (b) the transfer of UPA's property to the Academy.
2. As required by the Code, the University Board hereby approves the transfer of UPA's enrolled pupils to the Academy.
3. UPA and the Academy shall provide the University Charter Schools Office with a copy of the executed plan of merger and all executed agreements and documents in connection with the merger.

II. GENERAL REPORTS (cont'd.)

TERMINATION OF UPA CONTRACT

4. The University Board hereby approves termination of UPA's contract. The effective date of termination shall be the same date that Academy students commence classes for the 2008-2009 school year.

APPROVAL OF ADDITIONAL ACADEMY SITES

5. In accordance with Section 524(1), MCL 380.524(1) of the Code, the University Board hereby approves an amendment of the Academy's contract to include the former UPA school sites and an additional site at the following locations:
 - (a) 957 Holden Street, Detroit, MI 48202
 - (b) 5310 St. Antoine Street, Detroit, MI 48202
 - (c) 600 Antoinette Street, Detroit, MI 48202
 - (d) 435 Amsterdam Street, Detroit, MI 48202

ISSUANCE OF A SECOND CONTRACT TO THE ACADEMY

6. In accordance with Section 6.11 of the General Terms and Conditions incorporated into the Academy's contract, dated December 14, 2007, the University Board hereby issues a second contract to the Academy.

II. Resolution Authorizing Site Changes for Public School Academies of Detroit

On motion by Mrs. Wolters and second by Mrs. Brooks, the following resolution was adopted unanimously:

WHEREAS, the Michigan Legislature has provided for the establishment of urban high school academies as part of the Michigan public school system by enacting Act No. 179 of the Public Acts of 2003; and

WHEREAS, according to this law, the Board of Trustees of Grand Valley State University ("Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate urban high school academies; and

WHEREAS, according to this law, the Board of Trustees is empowered to issue one or more contracts to an urban high school academy corporation;

WHEREAS, the Board of Trustees has issued a contract to the Public School Academies of Detroit ("Academy") to operate a school at certain sites known as University Preparatory Science and Math ("UPSM"); and

II. GENERAL REPORTS (cont'd.)

WHEREAS, the Academy, by separate resolution, has requested that the University Board approve site changes for UPSM's temporary facility for the 2008-2009 academic year;

NOW, THEREFORE, BE IT RESOLVED:

In accordance with Section 6.11 of the General Terms and Conditions incorporated into the Academy's contract, dated December 14, 2007, the University Board hereby approves an amendment of the Academy's contract to include the following proposed site for UPSM:

One Campus Martius
Detroit, Michigan 48226

III. Resolution Authorizing The Issuing A Third Contract to Public School Academies of Detroit Constituting Additional Sites

On motion by Ms. Myers and second by Mrs. Brooks, the following resolution was adopted unanimously:

WHEREAS, the Michigan Legislature has provided for the establishment of urban high school academies as part of the Michigan public school system by enacting Act No. 179 of the Public Acts of 2003; and

WHEREAS, according to this law, the Board of Trustees of Grand Valley State University ("Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate urban high school academies; and

WHEREAS, according to this law, the Board of Trustees is empowered to issue one or more contracts to an urban high school academy corporation;

WHEREAS, the Board of Trustees has issued a contract to the Public School Academies of Detroit ("Academy") to operate a school known as University Preparatory Science & Math; and

WHEREAS, the Board of Trustees, by separate resolution, has approved a merger between the Academy and University Preparatory Academy ("UPA") and has issued a second contract to the Academy to operate a school known as UPA; and

WHEREAS, the Academy Board of Directors, in consultation with the Thompson Education Foundation, the Academy's applicant and contract administrator, has submitted an application to the Board of Trustees for the issuance of a third contract to operate a school known as Henry Ford Academy: School for Creative Studies.

II. GENERAL REPORTS (cont'd.)

NOW, THEREFORE, BE IT RESOLVED:

1. That the application, submitted under Section 522 of the Revised School Code ("Code"), MCL 380.522, meets the Board of Trustees requirements and the requirements of applicable law and is therefore approved;
2. In accordance with Section 524(1), MCL 380.524(1) of the Code, the University Board hereby approves an amendment of the Academy's contract to include the proposed site for the Henry Ford Academy: School for Creative Studies:

Argonaut Building
435-485 West Milwaukee
Detroit, Michigan 48202

3. In accordance with Section 6.11 of the General Terms and Conditions incorporated into the Academy's contract, dated December 14, 2007, the University Board hereby issues a third contract to the Academy provided that, before execution of the contract amendment memorializing this contract, the University President or his designee affirms that all terms of the contract amendment have been agreed upon by the Academy.

IV. Achieve Charter Academy

On motion by Mrs. Wolters and second by Ms. Myers, the following resolution was adopted unanimously:

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the Grand Valley State University Board of Trustees (the "Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and

II. GENERAL REPORTS (cont'd.)

WHEREAS, the Grand Valley State University Board of Trustees, having requested applications for organizing public school academies and having reviewed the applications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Achieve Charter Academy ("Academy"), submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating

II. GENERAL REPORTS (cont'd.)

resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

II. GENERAL REPORTS (cont'd.)

5. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years.

Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

II. GENERAL REPORTS (cont'd.)

10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

11. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:

Charles N. Ash, Jr.	3 year term expiring June 30, 2011
Adelaide E. Jackson	3 year term expiring June 30, 2011
Heather A. Kellstrom	2 year term expiring June 30, 2010
Laura S. Packer	1 year term expiring June 30, 2009

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive

II. GENERAL REPORTS (cont'd.)

funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

V. Reauthorization of Charter Contract

Warrendale Charter Academy, Detroit (7 year)

On motion by Mrs. Brooks and second by Ms. Myers, the following resolution was adopted unanimously:

WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on June 18, 2001, authorized the issuance of a contract to charter a public school academy to Warrendale Charter Academy (the "Academy") with an effective date of June 18, 2001.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Directors of the Academy were selected in accordance with the resolution adopted by the Grand Valley State University Board of Trustees establishing the method of selection, length of term, and number of members of the Academy Board. This resolution is incorporated in and made part of the contract as Schedule 1.
2. The contract of this Academy is due to expire on June 30, 2008.
3. The University's Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy.
4. The Board of Trustees of Grand Valley State University may consider there issuance of a contract to charter following an evaluation and assessment by the University's Charter Schools Office that concludes that the operation and performance of the academy warrants the reissuance of a contract.
5. The present Board of Directors of the Academy has requested the reissuance of a contract to charter as a public school academy.

II. GENERAL REPORTS (cont'd.)

6. The University President or his designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a seven (7) year term beginning July 1, 2008 and ending June 30, 2015.
7. The Grand Valley State University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a seven (7) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

VI. Amendment to Charter School Contract

Muskegon Technical Academy

On motion by Mrs. Wolters and second by Ms. Myers, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees of Grand Valley State University approves an amendment to the Contract to Charter a Public School Academy and Schedule 2, Articles of Incorporation, between Muskegon Technical Academy and Grand Valley State University Board of Trustees to reflect a change in the school name to WayPoint Academy.

VII. Restated Reach Charter Academy

On motion by Ms. Myers and second by Ms. Padnos, the following resolution was adopted unanimously:

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the Grand Valley State University Board of Trustees (the "Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into

II. GENERAL REPORTS (cont'd.)

consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and

WHEREAS, the Grand Valley State University Board of Trustees, having requested applications for organizing public school academies and having reviewed the applications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Reach Charter Academy ("Academy"), submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the

II. GENERAL REPORTS (cont'd.)

Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation

II. GENERAL REPORTS (cont'd.)

of Public Office administered by a member of the Academy Board, other public official or notary public.

5. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated
8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

II. GENERAL REPORTS (cont'd.)

9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

11. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:

Harry A. Briggs	2 year term expiring June 30, 2010
Lisa M. Klobucar	3 year term expiring June 30, 2011
Deborah B. Lowery	1 year term expiring June 30, 2009
Eira W. Moore	3 year term expiring June 30, 2011

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of

II. GENERAL REPORTS (cont'd.)

Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

VIII. Appointment of Charter School Board of Directors

On motion by Mrs. Wolters and second by Mrs. Brooks, the following resolution was adopted unanimously:

WHEREAS, the following person(s) have met the prescribed requirements and have been nominated pursuant to the procedures outlined in the "Method of Selection" approved by the Grand Valley State University Board of Trustees on June 25, 2004; and

WHEREAS, the Director of the University Charter Schools Office recommends that the following person(s) fill the vacancy and or term(s) on the Academy's Board of Directors;

THEREFORE, BE IT RESOLVED, the Board of Trustees of Grand Valley State University appoints the following person(s) and term(s):

Black River Public School

* Thomas F. Guarr	3 year term expiring June 30, 2011
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* Barbara A. Zeller	3 year term expiring June 30, 2011
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Discovery Elementary School

II. GENERAL REPORTS (cont'd.)

*Marie E. Kelley

3 year term expiring June
30, 2011

*Judith A. Kratzer

3 year term expiring June
30, 2011Endeavor Charter Academy

*Linda M. Wendt

3 year term expiring June
30, 2011Walker Charter Academy

*Ross A. Luurtsema

3 year term expiring June
30, 2011West Michigan Academy of Arts and Academics


*Judy E. Bregman

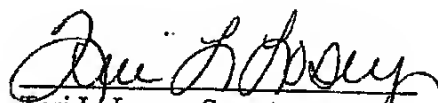
3 year term expiring June
30, 2011

*Represents reappointment

08-2-14 (14) Student Senate Report08-2-15 (15) President's Report08-2-16 (16) Motion to Adjourn

RESOLVED, on motion by Mr. Thomas and second by Mrs. Brooks, the meeting was adjourned at 12:03.


Lucille S. Taylor, Chair
Board of Trustees


Teri L. Losey, Secretary
Board of Trustees



MINUTES
FOR REGULAR MEETING
OF THE BOARD OF TRUSTEES
OF GRAND VALLEY STATE UNIVERSITY

The second meeting in 2008 of the Board of Trustees of Grand Valley State University was held at the Kirkhof Center on the Allendale Campus of Grand Valley State University on Friday, April 25, 2008.

The following members of the Board were present:

Donna K. Brooks
Noreen K. Myers
Shelley E. Padnos
Lucille S. Taylor, Chair
Michael D. Thomas
Kate Pew Wolters
Thomas J. Haas, President, Ex Officio

The following members of the Board were absent:

Daniel J. Aronoff
Dorothy A. Johnson

The following Executive and Board officers were present:

Jeanne J. Arnold, Vice President for Inclusion and Equity
Jim Bachmeier, Vice President for Finance and Administration,
and Treasurer, Board of Trustees
Gayle R. Davis, Provost and Vice President for Academic Affairs
Teri L. Losey, Special Assistant to the President and Secretary, Board of Trustees
Matthew E. McLogan, Vice President for University Relations
Maribeth G. Wardrop, Vice President for Development

The meeting was called to order at 11:00 a.m.

I. SECRETARY'S REPORT

(Teri L. Losey)

08-2-1 (1) Approval of Minutes of Prior Meeting

On motion by Mrs. Wolters and second by Ms. Myers, the following resolution was adopted unanimously:

RESOLVED, that the minutes of the meeting, held February 29, 2008, are approved as distributed.

08-2-2 (2) Motion to Adopt Agenda

On motion by Mrs. Brooks and second by Mr. Thomas, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees agenda for the April 25, 2008, meeting is approved as distributed.

08-2-3 (3) Commencement Announcements

April Commencement will be held on Saturday, April 26, 2008, at the Van Andel Arena in downtown Grand Rapids. The first ceremony will begin promptly at 10 a.m. and the second promptly at 3 p.m. Additional information regarding robing location, parking arrangements, etc. for the April 26 Commencement ceremonies has been mailed to members of the Board of Trustees.

Additionally, the Traverse City Commencement ceremony will be held on Thursday, May 1, 2008, at the Grand Traverse Resort in Acme, Michigan beginning at 6 p.m.

08-2-4 (4) Bylaw Amendment for Nominating Committee

On motion by Mrs. Wolters and second by Mrs. Brooks, the following resolution was adopted unanimously:

RESOLVED, the Board of Trustees of Grand Valley State University approves the amendment to Article V, Section 5.1 of the Bylaws as presented at this meeting.

Chair Taylor identified the following candidates for the nominating committee:

Dorothy A. Johnson, Chair
Noreen K. Myers
Michael D. Thomas

The Board of Trustee election of officers will occur at the July 18, 2008, meeting.

II. GENERAL REPORTS

08-2-5 (5) Personnel Actions

On motion by Mrs. Brooks and second by Mr. Thomas, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees approves the personnel actions as reported at this meeting.

08-2-6 (6) Gift and Grant Summary

On motion by Mrs. Brooks and second by Mr. Thomas, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees gratefully accepts the gifts and grants of \$2,435,209.39 presented at this meeting for January 1, 2008 through February 29, 2008.

08-2-7 (7) Revision to Administrative Manual – Chapter 4 – Section 2

On motion by Mr. Thomas and second by Ms. Padnos, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees approves the changes to Chapter 4, Section 2.5 – Regular Faculty Rank; Section 2.8 – Academic Tenure; Section 2.9 – Evaluation Criteria for Renewal of Probationary Appointments, Promotion, Tenure, and Periodic Performance Reviews; and Section 2.20 – Salary Administration of the *Administrative Manual*, as presented at this meeting.

08-2-8 (8) Revisions to Administrative Manual Chapter 3 – Section C.1

On motion by Mrs. Wolters and second by Mrs. Brooks, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees approves the change to Chapter 3, Section C.1 – Undergraduate Degree Programs, of the *Administrative Manual* to rename the undergraduate Public Administration program to Public and Nonprofit Administration.

08-2-9 (9) Faculty Achievements

08-2-10 (10) 2008-2009 Endowment Fund Spending Rates

II. GENERAL REPORTS (cont'd.)

On motion by Ms. Padnos and second by Mrs. Wolters, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees approves the 2008-2009 Endowment Fund Spending Rates as presented at this meeting.

08-2-11 (11) 2008-2009 and Revised 2007-2008 Auxiliary Operating Budgets

On motion by Mrs. Wolters and second by Ms. Myers, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees approves the 2008-2009 and Revised 2007-2008 Auxiliary Operating Budgets as presented at this meeting.

08-2-12 (12) Preliminary Spending Authority for Fiscal Year 2008-2009

On motion by Mrs. Wolters and second by Ms. Myers, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees approves the Preliminary Spending Authority at levels consistent with the 2007-2008 budget for Fiscal Year 2008-2009 until the 2008-2009 budget is adopted.

08-2-13 (13) Charter Schools Report

I. Resolution Approving the Merger, Transfer of Enrolled Pupils and Property Between University Preparatory Academy and Public School Academies of Detroit; the Termination of the University Preparatory Academy Contract; the Addition of Sites to Public School Academies of Detroit Contract and the Issuance of A Second Contract to Public School Academies of Detroit Comprised of Additional Sites

On motion by Ms. Myers and second by Ms. Padnos, the following resolution was adopted unanimously:

WHEREAS, the Michigan Legislature and Governor recently passed Public Act 1 of 2008 ("PA 1") which, among other things, amends part 6A of the Revised School Code ("Code") by authorizing a public school academy to transfer its enrolled pupils and property to another public school; and

WHEREAS, under the Code, public school academies and urban high school academies are organized as nonprofit corporations in the state of Michigan, subject to the Michigan Non-Profit Corporations Act, MCL 450.2101 et seq. ("Act"); and

II. GENERAL REPORTS (cont'd.)

WHEREAS, the Act contains provisions which allow two or more non-profit corporations to merge together; and

WHEREAS, according to PA 1, a public school academy is required to seek approval from its authorizing body for the proposed transfer of its enrolled pupils and property before the transfer can be implemented; and

WHEREAS, the University Preparatory Academy ("UPA") board of directors, a public school academy authorized by the Board of Trustees of Grand Valley State University ("University Board"), at its March 10, 2008 meeting, adopted a resolution approving a plan of merger and merger proposal in accordance with the Act that would, among other things, merge UPA into the Public School Academies of Detroit ("Academy") and transfer UPA's enrolled pupils and property to the Academy, an urban high school academy authorized by the University Board; and

WHEREAS, the Academy, at its April 8, 2008 meeting, adopted a resolution approving a plan of merger which, upon the effective date of the merger, will result in UPA and the Academy merging with the Academy being the surviving corporation upon completion of the merger, as well as UPA's enrolled pupils and property being transferred to the Academy; and

WHEREAS, the University Board, as the authorizing body for both UPA and the Academy, has reviewed the proposed plan of merger and hereby agrees to permit (i) UPA to merge into the Academy with the Academy being the surviving corporation upon completion of the merger; and (ii) UPA's enrolled pupils and property to be transferred to the Academy.

NOW, THEREFORE, BE IT RESOLVED:

APPROVAL OF MERGER AND TRANSFER OF PUPILS AND PROPERTY

1. To the extent required by the Code, the University Board hereby approves:
 - (a) the merger between UPA and the Academy; and
 - (b) the transfer of UPA's property to the Academy.
2. As required by the Code, the University Board hereby approves the transfer of UPA's enrolled pupils to the Academy.
3. UPA and the Academy shall provide the University Charter Schools Office with a copy of the executed plan of merger and all executed agreements and documents in connection with the merger.

II. GENERAL REPORTS (cont'd.)

TERMINATION OF UPA CONTRACT

4. The University Board hereby approves termination of UPA's contract. The effective date of termination shall be the same date that Academy students commence classes for the 2008-2009 school year.

APPROVAL OF ADDITIONAL ACADEMY SITES

5. In accordance with Section 524(1), MCL 380.524(1) of the Code, the University Board hereby approves an amendment of the Academy's contract to include the former UPA school sites and an additional site at the following locations:
- (a) 957 Holden Street, Detroit, MI 48202
 - (b) 5310 St. Antoine Street, Detroit, MI 48202
 - (c) 600 Antoinette Street, Detroit, MI 48202
 - (d) 435 Amsterdam Street, Detroit, MI 48202

ISSUANCE OF A SECOND CONTRACT TO THE ACADEMY

6. In accordance with Section 6.11 of the General Terms and Conditions incorporated into the Academy's contract, dated December 14, 2007, the University Board hereby issues a second contract to the Academy.

II. Resolution Authorizing Site Changes for Public School Academies of Detroit

On motion by Mrs. Wolters and second by Mrs. Brooks, the following resolution was adopted unanimously:

WHEREAS, the Michigan Legislature has provided for the establishment of urban high school academies as part of the Michigan public school system by enacting Act No. 179 of the Public Acts of 2003; and

WHEREAS, according to this law, the Board of Trustees of Grand Valley State University ("Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate urban high school academies; and

WHEREAS, according to this law, the Board of Trustees is empowered to issue one or more contracts to an urban high school academy corporation;

WHEREAS, the Board of Trustees has issued a contract to the Public School Academies of Detroit ("Academy") to operate a school at certain sites known as University Preparatory Science and Math ("UPSM"); and

II. GENERAL REPORTS (cont'd.)

WHEREAS, the Academy, by separate resolution, has requested that the University Board approve site changes for UPSM's temporary facility for the 2008-2009 academic year;

NOW, THEREFORE, BE IT RESOLVED:

In accordance with Section 6.11 of the General Terms and Conditions incorporated into the Academy's contract, dated December 14, 2007, the University Board hereby approves an amendment of the Academy's contract to include the following proposed site for UPSM:

One Campus Martius
Detroit, Michigan 48226

III. Resolution Authorizing The Issuing A Third Contract to Public School Academies of Detroit Constituting Additional Sites

On motion by Ms. Myers and second by Mrs. Brooks, the following resolution was adopted unanimously:

WHEREAS, the Michigan Legislature has provided for the establishment of urban high school academies as part of the Michigan public school system by enacting Act No. 179 of the Public Acts of 2003; and

WHEREAS, according to this law, the Board of Trustees of Grand Valley State University ("Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate urban high school academies; and

WHEREAS, according to this law, the Board of Trustees is empowered to issue one or more contracts to an urban high school academy corporation;

WHEREAS, the Board of Trustees has issued a contract to the Public School Academies of Detroit ("Academy") to operate a school known as University Preparatory Science & Math; and

WHEREAS, the Board of Trustees, by separate resolution, has approved a merger between the Academy and University Preparatory Academy ("UPA") and has issued a second contract to the Academy to operate a school known as UPA; and

WHEREAS, the Academy Board of Directors, in consultation with the Thompson Education Foundation, the Academy's applicant and contract administrator, has submitted an application to the Board of Trustees for the issuance of a third contract to operate a school known as Henry Ford Academy: School for Creative Studies.

II. GENERAL REPORTS (cont'd.)

NOW, THEREFORE, BE IT RESOLVED:

1. That the application, submitted under Section 522 of the Revised School Code ("Code"), MCL 380.522, meets the Board of Trustees requirements and the requirements of applicable law and is therefore approved;
2. In accordance with Section 524(1), MCL 380.524(1) of the Code, the University Board hereby approves an amendment of the Academy's contract to include the proposed site for the Henry Ford Academy: School for Creative Studies:

Argonaut Building
435-485 West Milwaukee
Detroit, Michigan 48202

3. In accordance with Section 6.11 of the General Terms and Conditions incorporated into the Academy's contract, dated December 14, 2007, the University Board hereby issues a third contract to the Academy provided that, before execution of the contract amendment memorializing this contract, the University President or his designee affirms that all terms of the contract amendment have been agreed upon by the Academy.

IV. Achieve Charter Academy

On motion by Mrs. Wolters and second by Ms. Myers, the following resolution was adopted unanimously:

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the Grand Valley State University Board of Trustees (the "Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and

II. GENERAL REPORTS (cont'd.)

WHEREAS, the Grand Valley State University Board of Trustees, having requested applications for organizing public school academies and having reviewed the applications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Achieve Charter Academy ("Academy"), submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating

II. GENERAL REPORTS (cont'd.)

resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

II. GENERAL REPORTS (cont'd.)

5. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
- a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated
8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

II. GENERAL REPORTS (cont'd.)

10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

11. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:

Charles N. Ash, Jr.	3 year term expiring June 30, 2011
Adelaide E. Jackson	3 year term expiring June 30, 2011
Heather A. Kellstrom	2 year term expiring June 30, 2010
Laura S. Packer	1 year term expiring June 30, 2009

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive

II. GENERAL REPORTS (cont'd.)

funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

V. Reauthorization of Charter Contract

Warrendale Charter Academy, Detroit (7 year)

On motion by Mrs. Brooks and second by Ms. Myers, the following resolution was adopted unanimously:

WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on June 18, 2001, authorized the issuance of a contract to charter a public school academy to Warrendale Charter Academy (the "Academy") with an effective date of June 18, 2001.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Directors of the Academy were selected in accordance with the resolution adopted by the Grand Valley State University Board of Trustees establishing the method of selection, length of term, and number of members of the Academy Board. This resolution is incorporated in and made part of the contract as Schedule 1.
2. The contract of this Academy is due to expire on June 30, 2008.
3. The University's Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy.
4. The Board of Trustees of Grand Valley State University may consider there issuance of a contract to charter following an evaluation and assessment by the University's Charter Schools Office that concludes that the operation and performance of the academy warrants the reissuance of a contract.
5. The present Board of Directors of the Academy has requested the reissuance of a contract to charter as a public school academy.

II. GENERAL REPORTS (cont'd.)

6. The University President or his designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a seven (7) year term beginning July 1, 2008 and ending June 30, 2015.
7. The Grand Valley State University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a seven (7) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

VI. Amendment to Charter School Contract

Muskegon Technical Academy

On motion by Mrs. Wolters and second by Ms. Myers, the following resolution was adopted unanimously:

RESOLVED, that the Board of Trustees of Grand Valley State University approves an amendment to the Contract to Charter a Public School Academy and Schedule 2, Articles of Incorporation, between Muskegon Technical Academy and Grand Valley State University Board of Trustees to reflect a change in the school name to WayPoint Academy.

VII. Restated Reach Charter Academy

On motion by Ms. Myers and second by Ms. Padnos, the following resolution was adopted unanimously:

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the Grand Valley State University Board of Trustees (the "Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into

II. GENERAL REPORTS (cont'd.)

consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and

WHEREAS, the Grand Valley State University Board of Trustees, having requested applications for organizing public school academies and having reviewed the applications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Reach Charter Academy ("Academy"), submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the

II. GENERAL REPORTS (cont'd.)

Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation

II. GENERAL REPORTS (cont'd.)

of Public Office administered by a member of the Academy Board, other public official or notary public.

5. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated
8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

II. GENERAL REPORTS (cont'd.)

9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

11. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:

Harry A. Briggs	2 year term expiring June 30, 2010
Lisa M. Klobucar	3 year term expiring June 30, 2011
Deborah B. Lowery	1 year term expiring June 30, 2009
Eira W. Moore	3 year term expiring June 30, 2011

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of

II. GENERAL REPORTS (cont'd.)

Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

VIII. Appointment of Charter School Board of Directors

On motion by Mrs. Wolters and second by Mrs. Brooks, the following resolution was adopted unanimously:

WHEREAS, the following person(s) have met the prescribed requirements and have been nominated pursuant to the procedures outlined in the "Method of Selection" approved by the Grand Valley State University Board of Trustees on June 25, 2004; and

WHEREAS, the Director of the University Charter Schools Office recommends that the following person(s) fill the vacancy and or term(s) on the Academy's Board of Directors;

THEREFORE, BE IT RESOLVED, the Board of Trustees of Grand Valley State University appoints the following person(s) and term(s):

Black River Public School

* Thomas F. Guarr	3 year term expiring June 30, 2011
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* Barbara A. Zeller	3 year term expiring June 30, 2011
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Discovery Elementary School

II. GENERAL REPORTS (cont'd.)

*Marie E. Kelley 3 year term expiring June 30, 2011

*Judith A. Kratzer 3 year term expiring June 30, 2011

Endeavor Charter Academy

*Linda M. Wendt 3 year term expiring June 30, 2011

Walker Charter Academy

*Ross A. Luurtsema 3 year term expiring June 30, 2011

West Michigan Academy of Arts and Academics

*Judy E. Bregman 3 year term expiring June 30, 2011

*Represents reappointment

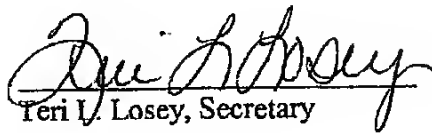
08-2-14 (14) Student Senate Report

08-2-15 (15) President's Report

08-2-16 (16) Motion to Adjourn

RESOLVED, on motion by Mr. Thomas and second by Mrs. Brooks, the meeting was adjourned at 12:03.


Lucille S. Taylor, Chair
Board of Trustees


Teri L. Losey, Secretary
Board of Trustees



**CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 28, 2006:**

06-3-14 (14) Charter Schools Report

On motion by Ms. Brooks and second by Mrs. Wolters, the following resolution was adopted unanimously:

WHEREAS, the Michigan Legislature has provided for the establishment of urban high school academies as part of the Michigan public school system by enacting Act No. 179 of the Public Acts of 2003; and

WHEREAS, according to this legislation, the Board of Trustees of Grand Valley State University ("University Board"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate urban high school academies; and

WHEREAS, the Michigan Legislature has mandated that urban high school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed urban high school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed urban high school academy; and

WHEREAS, the University Board, having received applications for organizing urban high school academies, and having examined the ability of the proposed performance standards, proposed academic program, financial viability of the applicant, and the ability of the proposed urban high school academy board of directors to meet the contract goals and objectives;

NOW, THEREFORE, BE IT RESOLVED:

**AUTHORIZING RESOLUTION FOR PUBLIC SCHOOL ACADEMIES
OF DETROIT ("ACADEMY")**

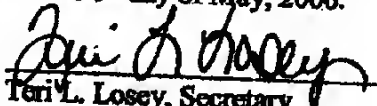
- 1. That the application for Public School Academies of Detroit ("Academy"), submitted under Section 522 of the Revised School Code, MCL 380.522, meets the University Boards requirements and the requirements of applicable law and is therefore approved;**

2. Pursuant to the Method of Selection Resolution adopted by the University Board, the following seven (7) persons are appointed as the initial board of directors for the Academy:

Ms. Jean Baker	2 year term
Dr. Deborah Ball	2 year term
Mr. David Bing	3 year term
Mr. James Nicholson	3 year term
Mr. Edward Parks	3 year term
Mr. Dan Varner	1 year term
Ms. Joann Williams	1 year term

3. The University Board approves and authorizes the issuance of a contract to charter an urban high school academy to the Academy and authorizes the Chairperson of the University Board to execute a contract to charter an urban high school academy and related documents issued by the University Board to the Academy, provided that, before execution of the contract, the University President or his designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 8th day of May, 2006.


Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University





CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 28, 2006:

06-3-14

(14) Charter Schools Report

Method of Selection Resolution

On motion by Ms. Myers and second by Mrs. Johnson, the following
resolution was adopted unanimously:

URBAN HIGH SCHOOL ACADEMY BOARD OF DIRECTORS:
METHOD OF SELECTION AND APPOINTMENT

WHEREAS, the Board of Trustees of Grand Valley State University
("University Board") is interested in issuing contracts to urban high school
academies, under PA 179 of 2003; and

WHEREAS, MCL 380.528(1)(c) of the Revised School Code ("Code")
provides that an authorizing body shall "adopt a resolution establishing the
method of selection, length of term, and number of members of the board
of directors of each urban high school academy that it authorizes," and

WHEREAS, the University Board has determined that each contract
issued by the University Board shall contain the following method of
selection and appointment process until otherwise amended by the
University Board;

NOW, THEREFORE, BE IT RESOLVED:

The following method of selection and appointment process for Urban
High School Academy Board members applies to all urban high school
academies authorized by the University Board:

1. Method of Selection and Appointment of Urban High School
Board Members:
 - a. Initial Urban High School Academy Board Member
Nominations and Appointments: As part of the
urban high school academy application, the
applicant shall propose to the University Charter
Schools Office Director ("CSO Director"), the
names of proposed individuals to serve on the initial
board of directors of the proposed urban high school

academy ("Academy Board"). When the CSO Director recommends an initial contract for approval to the University Board, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the urban high school academy applicant ("Applicant"). To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Urban High School Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background and History Check Report prescribed by the University Charter Schools Office.

- b. Subsequent Urban High School Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board member positions. As part of the appointment process, the Academy Board may submit to the CSO Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The CSO Director may or may not recommend the proposed nominee submitted by the Academy Board. If the CSO Director does not recommend a nominee submitted by the Academy Board, the CSO Director shall select a nominee and forward that recommendation to the University Board for appointment. The University Board shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the CSO Director determines an "exigent condition" exists which requires him/her to make an appointment to an Academy Board, the CSO Director, with University President approval, may immediately appoint a person to serve as an Academy Board member for the time specified, but not longer than the next meeting held by the University Board when a regular appointment may be made by the University Board. The CSO Director shall make the appointment in writing and notify the Academy Board of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the University Board

determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the University Charter Schools Office including, but not limited to, a Urban High School Academy Board Member Questionnaire and a release for criminal records and history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of the University or be a member of the University Board.
3. Oath /Acceptance of Office/Voting Rights: Following appointment by the University Board, Academy Board appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the University Board for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the University Board determines that an Academy Board member's service in office is no longer required, then the University Board may remove an Academy Board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may also be removed from office by a two-thirds (2/3) vote of the Academy Board for cause.
5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the CSO Director. The resignation is effective upon receipt by the CSO Director unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is is provided, then the CSO Director shall confirm a

resignation in writing. The resignation shall be effective upon the date the CSO Director sends confirmation to the resigning Academy Board member.

6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

7. Filling a Vacancy: The Academy Board may nominate and the CSO Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointment" procedures in this resolution.

8. Number of Academy Board Member Positions: The number of Academy Board member positions shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

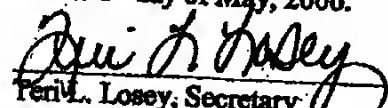
9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 8th day of May, 2006.


Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University

SCHEDULE 2

ARTICLES OF INCORPORATION

The articles of incorporation are attached.

- Articles of Incorporation, filed May 31, 2007
- Certificate of Merger, filed June 30, 2008

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES		
Date Received	ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION	(FOR BUREAU USE ONLY)
MAY 30 2007	PW	FILED MAY 31 2007 Administrator BUREAU OF COMMERCIAL SERVICES
<div style="border: 1px solid black; padding: 5px;"> Edward Parks 727 Harmon Birmingham, Michigan 48009 </div>		EFFECTIVE DATE:
Document will be returned to the name and address you enter above		
		70137U

ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

OF

THE PUBLIC SCHOOL ACADEMIES OF DETROIT

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq., and Part 6C of the Revised School Code (the "Code") as amended, being Sections 380.521 et seq. of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: The Public School Academies of Detroit (the "Academy").

The authorizing body for the corporation is: The Grand Valley State University Board of Trustees.

ARTICLE II

The purpose or purposes for which the corporation is organized are:

1. The corporation is organized for the purpose of operating as a urban high school academy in the State of Michigan pursuant to Part 6C of the Code, being Sections 380.521 et seq. of the Michigan Compiled Laws.

8
70.0 CK/PB 95572¹

2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE III

The corporation is organized on a non-stock, directorship basis.

The value of assets which the corporation possesses is:

Real Property: \$0.

Personal Property: \$1,000.00. *Cash*

The corporation is to be financed under the following general plan:

- a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- b. Federal funds.
- c. Donations.
- d. Fees and charges permitted to be charged by urban high school academies.
- e. Other funds lawfully received.

ARTICLE IV

The address of the registered office is 727 Harmon, Birmingham, Michigan 48009.

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is Edward Parks.

ARTICLE V

The name and address of the incorporator is as follows: Edward Parks
727 Harmon
Birmingham, Michigan 48009

ARTICLE VI

The corporation is a governmental entity and a political subdivision of the State of Michigan.

ARTICLE VII

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in section 7 of Act No. 170 of the Public Acts of 1964, being section 691.1407 of the Michigan Compiled Laws.

ARTICLE VIII

Before a contract to charter a urban high school academy is issued by the Grand Valley State University Board of Trustees (the "University Board"), the method of selection, length of term, and the number of members of the board of directors of the corporation (the "Board of Directors") shall be approved by a resolution of the University Board as required by the Code.

ARTICLE IX

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

ARTICLE X

The officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be a member of the Board of Directors and shall be selected by the Board of Directors. The Board of Directors may select one or more assistants to the Secretary or Treasurer, and may also appoint such other agents as it may deem necessary for the transaction of the business of the corporation.

ARTICLE XI

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under section 115 of the IRC, or comparable provisions of any successor law.

ARTICLE XII

If the corporation's contract to operate a urban high school academy is terminated, not renewed or is revoked by the University Board, title to all real and personal property, interest in real or personal property, and other assets owned by the corporation shall revert to the State of Michigan. The corporation's property shall be distributed as follows:

Within 30 days following the termination, non-renewal or revocation, the board of directors of the corporation shall hold a public meeting to adopt a plan of distribution of assets and to approve the dissolution of the urban high school academy corporation, all in accordance with chapter 8 of the Act.

The corporation's board of directors shall file a certificate of dissolution with the Michigan Department of Labor and Economic Growth or such successor department within 10 business days following board approval.

Simultaneously with the filing of the certificate of dissolution, the corporation's board of directors shall provide a copy of the plan of distribution of assets to the State Treasurer for approval. Within 30 days, the State Treasurer, or his or her designee, shall review and approve the plan of distribution of assets. If the proposed plan of distribution of assets is not approved within 30 days, the State Treasurer, or his or her designee, shall provide the corporation's board of directors with an acceptable plan of distribution of assets.

The State Treasurer, or his or her designee, shall monitor the corporation's winding up of the dissolved corporation in accordance with the approved plan of distribution of assets.

As part of the plan of distribution of assets, the corporation's board of directors shall designate the Director of the Michigan Department of Management and Budget, or his or her designee, to dispose of all real property of the urban high school academy corporation in accordance with the directives developed for disposition of surplus land and facilities under section 251 of the Management and Budget Act, 1984 PA 431, MCL 18.1251.

If the corporation's board of directors fails to take necessary action under the Code to effectuate a dissolution and winding up of the corporation, the State Treasurer, or his or her designee, may suspend the corporation's board of directors and appoint a trustee to carry out the plan of distribution of assets that was adopted by the corporation's board of directors or that was provided by the State Treasurer. Upon appointment, the trustee shall have all the rights, powers, and privileges under law that the corporation's board of directors had prior to suspension of their appointments to public office.

Following the sale of the real or personal property or interests in the real or personal property, and after payment of any corporation debt secured by the property or interest in property, whether real or personal, the corporation's board of directors, or a trustee appointed by the State Treasurer, shall forward any remaining money to the State Treasurer. Following receipt, the State Treasurer, or his or her designee, shall deposit any remaining monies in the state school aid fund established under article IX, section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE XIII

These Articles of Incorporation shall not be amended except by the process provided in Article IX of the Terms and Conditions incorporated as part of the Contract issued to the corporation by the University Board. This process is as follows:

The corporation's board of directors, or any authorized designee of the corporation's board of directors, may propose changes to the corporation's articles of incorporation. The corporation shall be authorized to make such changes to the corporation's articles of incorporation upon a majority vote of the University Board members attending a University Board meeting. Upon University Board approval, the authorized designee of the corporation's

board of directors is authorized to file the amendment to the corporation's articles of incorporation with the Michigan Department of Labor and Economic Growth's Bureau of Commercial Services. Upon receipt of the filed amendment, the corporation shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of the Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provisions in the Articles of Incorporation that violates or conflicts with another provision of the Contract, due to a change in law or for other reasons, after approval have been given, the University shall notify the corporation's board of directors in writing and the corporation's board of directors shall amend the articles of incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the corporation for the filing fees payable to the State of Michigan, Michigan Department of Labor and Economic Growth.

ARTICLE XIV

A volunteer director or volunteer officer of this corporation is not personally liable to the corporation for monetary damages for a breach of such director's or officer's fiduciary duty, except that nothing herein shall be construed to eliminate or limit the liability of a volunteer director or volunteer officer for any of the following:

- a A breach of the director's or officer's duty of loyalty to the corporation.
- b Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.
- c A violation of Section 551(1) of the Act.
- d A transaction from which the director or officer derived an improper personal benefit.
- e An act or omission that is grossly negligent.

The corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director or officer incurred in the good faith performance of the volunteer director's or officer's duties.

This Article shall be construed broadly to provide immunity to the fullest extent permitted by law as of the date of these Articles, or by any subsequent amendment to such law or any future law permitting greater immunity. Any repeal or modification of this Article by the corporation shall not adversely affect any right or protection of any volunteer director or volunteer officer of the corporation existing at the time of such acts or omissions occurring before such repeal or modification.

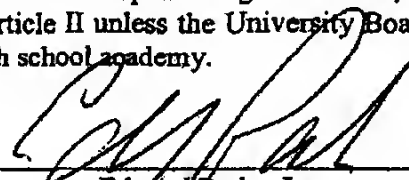
ARTICLE XV

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Articles of Incorporation.

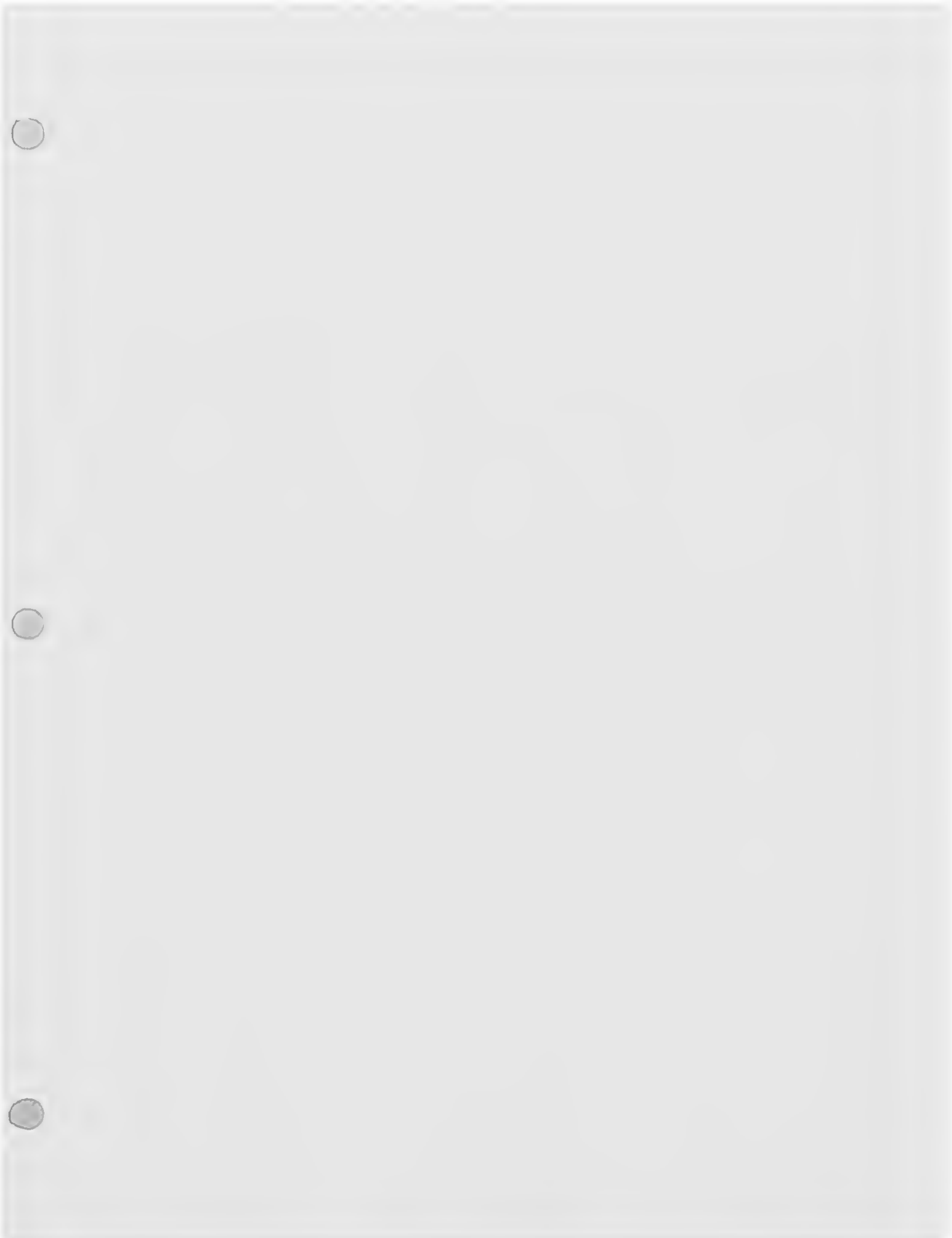
ADOPTION OF ARTICLES

These Articles of Incorporation were duly adopted on this 15 day of March, 2007. These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the University Board issues to the corporation a contract to operate as a urban high school academy.

By: _____



Edward Parks, Incorporator



MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES	
Date Received	(FOR BUREAU USE ONLY)
JUL 01 2008	<div style="text-align: center; font-size: 1.5em; font-weight: bold;">FILED</div> <div style="text-align: center; font-weight: bold;">JUL 01 2008</div>
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name Peter H. Webster	Administrator BUREAU OF COMMERCIAL SERVICES
Address 38525 Woodward Ave., Suite 2000	
City Bloomfield Hills	State MI
Zip Code 48304-2970	
Document will be returned to the name and address you enter above If left blank document will be mailed to the registered office.	
EFFECTIVE DATE:	

CERTIFICATE OF MERGER / CONSOLIDATION
For use by Domestic Nonprofit Corporations
 (Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporations execute the following Certificate:

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent corporation and its identification number is:

University Preparatory Academy

756539

The Public School Academies of Detroit

70137U

b. The name of the surviving (new) corporation and its identification number is:

The Public School Academies of Detroit

70137U

c. For each constituent stock corporation, state:

Name of corporation	Designation and number of outstanding shares of each class	Indicate classes of shares entitled to vote	Indicate each class, if any, entitled to vote as a class

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows:

500.00 04/13 11/607

PC

- 2 a) For each corporation organized on a membership basis, state (a) the name of the corporation, (b) a description of its members, and (c) the number, classification and voting rights of its members.

N/A

- b) For each corporation organized on a directorship basis, state (a) the name of the corporation, (b) a description of the organization of its board, and (c) the number, classification and voting rights of its directors.

See the attachment

- c) State the terms and conditions of the proposed merger or consolidation. Include the manner and basis of converting the shares of, or membership or other interests in, each constituent corporation into shares, bonds, or other securities of, or membership or other interest in, the surviving or consolidated corporation, or into cash or other consideration.

See the attached Agreement and Plan of Merger.

- d) If a consolidation, the Articles of Incorporation of the consolidated corporation are attached to this Certificate and are incorporated herein. If a merger, the amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

- e) Other provisions with respect to the merger (consolidation) are as follows:

See the attached Agreement and Plan of Merger.

- 3 The corporation has complied with the applicable provisions of the law of the jurisdiction where it is organized.

- 4 (Complete only if an effective date is desired other than the date of filing. The date must be no more than 90 days after receipt of this document in this office.)

The merger (consolidation) shall be effective on the _____ day of _____, _____.

5 The Plan of Merger or consolidation was approved by:

- ☐ the Board of Directors and shareholders or members of the following Michigan corporation(s) in accordance with Sections 701 and 703(1) and (2) of the Act:

- ☒ the Board of Directors of the following Michigan corporation(s) organized on a directorship basis in accordance with Section 703(3) of the Act:

~~University Preparatory Academy and The Public School Academies of Detroit~~

By

(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

President

(Type or Print Name and Title)

The Public School Academies of Detroit

(Name of Corporation)

By

(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

President

(Type or Print Name and Title)

University Preparatory Academy

(Name of Corporation)

Attachment 2b)

- 1. (a) The Detroit Public School Academies, (b) Board consists of 5-9 trustees as determined by the Board, (c) each trustee has 1 vote.**

- 2. (a) University Preparatory Academy, (b) Board consists of 5-9 trustees as determined by the Board, (c) each trustee has 1 vote.**

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") is entered into this 25th day of April, 2008 by and between The Public School Academies of Detroit, a Michigan non-profit corporation (the "Academy") and University Preparatory Academy, a Michigan non-profit corporation ("UPA").

RECITALS

A. The Academy and UPA are each Michigan nonprofit corporations organized on a directorship basis for purposes that include operating as a public school academy under the Revised School Code.

B. UPA operates three (3) public schools located at various locations in Detroit, Michigan (collectively referred to as the "UPA Schools").

C. The Board of Directors of UPA has decided to discontinue the operation of that organization as a separate entity and wishes to transfer its pupils, property, and assets to the Academy through a statutory merger and pursuant to Michigan law.

D. The respective boards of directors of the Academy and UPA deem it advisable and to the advantage, welfare and best interest of UPA and the Academy that UPA be merged with and into the Academy on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, agree as follows:

I — THE MERGER

1.1 **The Merger.** Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.2), UPA shall be merged with and into the Academy and the separate existence of UPA shall thereupon cease (the "Merger"). The Academy shall be the surviving corporation in the Merger (sometimes referred to in this Agreement as the "Surviving Corporation") and shall continue to be governed by the laws of the State of Michigan. After the Merger, the Surviving Corporation shall possess all of the rights, privileges, immunities and powers and shall be subject to all of the restrictions and duties of each of UPA and the Academy. All property, real, personal and mixed, and all debts of either UPA and the Academy shall be the property of the Academy and title to any real estate shall not revert or be impaired by the Merger in any way. After the Merger, the Academy's name shall also remain unchanged until such time, if at all, that the Academy amends its articles of incorporation. The Merger shall have the effects specified in the Michigan Nonprofit Corporation Act (the "MNCA") and Public Act 1 of 2008. Except to the extent specifically provided in Section 3.1 of this Agreement, it is not the intention of UPA that the assets transferred to the Academy pursuant to the Merger be subject to any restrictions on their use beyond those applicable to such property immediately prior to the Effective Time.

1.2 **Effective Time.** The Academy and UPA will cause an appropriate Certificate of Merger (the "Certificate of Merger") to be executed and filed with the Michigan Department of Labor & Economic Growth on the date of the Closing (as defined in Section 1.3) or on such other

date and time as the Academy and UPA may agree. The Merger shall become effective at 11:59 p.m., on June 30, 2008, or on such other date and time as is agreed upon by the parties and specified in the Certificate of Merger. Such date and time is referred to in this Agreement as the "Effective Time." The separate existence of UPA shall cease at the Effective Time.

1.3 Closing. The closing of the Merger (the "Closing") shall take place at the offices of the Academy located at 435 Amsterdam Street, Detroit, Michigan 48202, at such other place, date or time as the Academy and UPA may agree.

1.4 Articles of Incorporation and Bylaws of the Surviving Corporation. From and after the Effective Time and until amended, the Articles of Incorporation and Bylaws of the Surviving Corporation shall be the same as they were immediately prior to the Effective Time

1.5 Directors and Officers of the Surviving Corporation.

A. Directors. The Surviving Corporation's board of directors consists of five (5) to nine (9) members. The president presides at all meetings of the board. Each director has one vote all matters submitted to the board. The directors of the Surviving Corporation shall be the same as they were immediately prior to the Effective Time and shall serve until their successors have been duly elected or appointed and qualified, or until their earlier death, resignation or removal in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation; provided, however, immediately following the Effective Time, the Surviving Corporation shall nominate three (3) directors of UPA who were directors of UPA immediately prior to the Effective Time for subsequent Academy board member positions in accordance with Section 1.b of that certain Certified Copy of Resolution Adopted by the Board of Trustees of Grand Valley State University dated as of April 28, 2006 attached hereto as Exhibit A

B. Officers. The officers of the Surviving Corporation shall be the same as they were immediately prior to the Effective Time and shall serve until their successors have been duly elected or appointed and qualified, or until their earlier death, resignation or removal in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

1.6 Additional Terms and Conditions.

A. Use of UPA Funds. The Surviving Corporation agrees that all grants and federal and state funding expressly earmarked for UPA but obtained by the Academy as a result of the Merger shall be used exclusively for the former UPA Schools.

B. Use of UPA Assets. The Surviving Corporation agrees that all financial and physical assets transferred from UPA ("UPA Assets") to the Academy as a result of the Merger shall be used by the Surviving Corporation, in all material respects, exclusively for the former UPA Schools; provided, however, that such use shall not jeopardize the Surviving Corporation's non-profit status or violate any provision of the Surviving Corporation's Articles of Incorporation or Bylaws or any agreements with the Grand Valley State University Board of Trustees ("Authorizing Body").

1.7 UPA Students.

A. **Transfer.** All students enrolled at the UPA Schools immediately prior to the Effective Time will be enrolled in the appropriate grade level with the Surviving Corporation and will have the option to remain at the UPA Schools location (the "Transferred Students").

B. **Student Re-Enrollment.** The Transferred Students will be categorized as students who were enrolled in the immediately preceding school year for purposes of re-enrollment pursuant to the Academy's Student Re-Enrollment policy attached hereto as Exhibit B.

II — REPRESENTATIONS AND WARRANTIES OF THE PARTIES

2.1 Representations and Warranties of the Academy. The Academy represents and warrants to UPA as follows:

A. **Organization.** The Academy is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Michigan.

B. **Authorization of Transaction.** The Academy has full corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement constitutes a valid and legally binding obligation of the Academy enforceable in accordance with its terms, except as such enforceability may be subject to the effects of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting creditors' rights generally and subject to principles of equity (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealings), regardless of whether considered in a proceeding in equity or at law.

C. **Consistency with Laws, Orders, etc.** Neither the execution and the delivery of this Agreement, nor the consummation by the Academy of the Merger or other transactions contemplated by this Agreement, will (i) violate any statute, regulation, rule, injunction, judgment, order or decree of any governmental body or court to which the Academy is subject; (ii) violate any provision of the Articles of Incorporation or Bylaws of the Academy; or (iii) conflict with, result in a breach of or constitute a default under any agreement, contract, lease, license, instrument or other arrangement or restriction to which the Academy is a party or by which it is bound or to which any of its assets is subject. With the exception of prior approval of its Board of Directors and its Authorizing Body, the Academy is not required to give any notice to, make any filing with or obtain any authorization, consent, or approval of any government or governmental agency other than the Michigan Department of Attorney General in order for it to consummate the transactions contemplated by this Agreement.

2.2 Representations and Warranties of UPA. UPA represents and warrants to the Academy as follows:

A. **Organization.** UPA is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Michigan.

B. **Authorization of Transaction.** UPA has full corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement constitutes a valid and legally binding obligation of UPA enforceable

in accordance with its terms, except as such enforceability may be subject to the effects of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting creditors' rights generally and subject to principles of equity (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealings), regardless of whether considered in a proceeding in equity or at law.

C Consistency with Laws, Orders, etc. Neither the execution and the delivery of this Agreement, nor the consummation by UPA of the Merger or other transactions contemplated by this Agreement, will (i) violate any statute, regulation, rule, injunction, judgment, order or decree of any governmental body or court to which UPA is subject; (ii) violate any provision of the Restated Articles of Incorporation or Bylaws of UPA; or (iii) conflict with, result in a breach of or constitute a default under, any agreement, contract, lease, license, instrument or other arrangement or restriction to which UPA is a party or by which it is bound or to which any of its assets is subject. With the exception of prior approval of its Board of Directors and its Authorizing Body, UPA is not required to give any notice to, make any filing with or obtain any authorization, consent, or approval of any government or governmental agency other than the Michigan Department of Attorney General in order for it to consummate the transactions contemplated by this Agreement.

D Compliance with Laws. UPA is in substantial compliance with all applicable laws, rules, regulations, orders, judgments and decrees of all governmental authorities, federal, state, local or otherwise. UPA has not received any notice of violation nor otherwise been made aware of any claim by a federal, state, county or municipal authority pertaining to any material violation of a governmental regulation concerning its business.

III — COVENANTS OF THE PARTIES

3.1 Conduct of Business. The Academy and UPA each covenant and agree that, during the period from the date of this Agreement to the Effective Time, it will conduct its operations according to its ordinary and usual course of business consistent with past practice and, to the extent consistent therewith, with no less diligence and effort than would be applied in the absence of this Agreement.

3.2 Best Efforts. Each of the parties will take all actions and will do all things reasonably necessary in order to consummate the Merger and to make effective the other transactions contemplated by this Agreement, including, but not limited to, providing the other party, and the other's respective authorized representatives, access to the employees, agents, properties, books and records of the party in order that the other party may have the opportunity to make such investigations as it shall reasonably request of the affairs of the other.

3.3 Indemnification of the UPA Directors, Officers and Committee Members.

A. Indemnification. The Academy agrees that all rights to indemnification, including provisions relating to advances of expenses incurred in defense of any action or suit, existing in favor of the present or former directors, officers and committee members of UPA as provided in the Restated Articles of Incorporation and Bylaws of UPA, in the MNCA or pursuant to other agreements as in effect as of the date of this Agreement, with respect to matters occurring through the Effective Time, shall survive the merger and shall continue in full force and effect until three (3) years after the Effective

Time; provided, however, that all rights to indemnification in respect of any claim asserted or made within such period shall continue until the disposition of such claim. The total indemnification under this Section 3.3A, including expenses, shall not exceed the sum of (i) the amounts payable on behalf of indemnitees by insurers; (ii) any indemnification provided to indemnitees from sources other than UPA; and (iii) the net fair market value of UPA property passing to the Academy under the Merger as of the Effective Time.

B. Insurance. The Academy shall cause to be maintained in effect for not less than three (3) years after the Effective Time the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by or on behalf of UPA with respect to matters occurring prior to the Effective Time; provided, however, that the Academy may substitute for any such policies of substantially the same coverage containing terms and conditions which are no less favorable than any such insurance in effect immediately prior to the Effective Time

IV — CONDITIONS

4.1 Conditions to the Obligations of the Academy. The obligations of the Academy to consummate the Merger are subject to the fulfillment at, or prior to, the Effective Time of the following conditions, any or all of which may be waived in whole or in part by the Academy to the extent permitted by applicable law:

A. Representations, Warranties and Covenants of UPA. All of the representations and warranties of UPA set forth in this Agreement shall be true and correct in all material respects on and as of the Effective Time and UPA shall have performed in all material respects all of its covenants under this Agreement through the Effective Time.

B. Approvals and Consents. The Merger and the other transactions under this Agreement shall have received all approvals of the Michigan Department of Attorney General, Charitable Trust Division necessary to file a Certificate of Merger.

C. No Injunctions. There shall not be in effect any preliminary or permanent injunction or other order of a court or other governmental or regulatory body directing that the Merger or other transactions contemplated under this Agreement not be consummated.

D. Landlord Consent. UPA shall have delivered the written consent of its landlord ("Landlord") approving the Merger in connection with the Lease between UPA, as tenant, and the Landlord, dated as of April 28, 2004.

E. Authorizing Body Consent. The Authorizing Body shall have delivered written consent approving the Merger and Plan of Merger.

4.2 Conditions to the Obligations of UPA. The obligations of UPA to consummate the Merger are subject to the fulfillment at or prior to the Effective Time of the following conditions, any or all of which may be waived in whole or in part by UPA to the extent permitted by applicable law:

A. Representations, Warranties and Covenants of the Academy. All of the representations and warranties of the Academy set forth in this Agreement shall be true and

correct in all material respects on and as of the Effective Time and the Academy shall have performed in all material respects all of its covenants under this Agreement through the Effective Time.

B. Approvals and Consents. The Merger and the other transactions under this Agreement shall have received all approvals of the Michigan Department of Attorney General, Charitable Trust Division necessary to file a Certificate of Merger.

C. No Injunctions. There shall not be in effect any preliminary or permanent injunction or other order of a court or other governmental or regulatory body directing that the Merger or other transactions contemplated under this Agreement not be consummated.

D. Authorizing Body Consent. The Authorizing Body shall have delivered written consent approving the Merger and Plan of Merger.

V — MISCELLANEOUS

5.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been given when delivered personally, mailed by registered or certified mail (return receipt requested), delivered by Federal Express or other nationally recognized overnight courier service or sent via facsimile to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

To the Academy: The Public School Academies of Detroit
435 Amsterdam Street
Detroit, Michigan 48202
Telephone: () ____-____
Facsimile: () ____-____
Attention: _____

With a copy to Dickinson Wright PLLC
38525 Woodward Ave., Ste. 2000
Bloomfield Hills, Michigan 48304-2970
Telephone: (248) 433-7513
Facsimile: (248) 433-7274
Attention: Peter H. Webster, Esq.

To UPA: University Preparatory Academy
600 Antoinette Street
Detroit, Michigan 48202
Telephone: () ____-____
Facsimile: () ____-____
Attention: _____

With a copy to Jaffe Raitt Heuer & Weiss, PC
27777 Franklin Road, Ste. 2500
Southfield, Michigan 48034-8214
Telephone: (248) 351-3000
Facsimile: (248) 351-3082

Attention: Erika Butler-Akinyemi, Esq.

5.2 Assignment. Neither party may assign its duties, rights and obligations under this Agreement without the prior written consent of the other party.

5.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Academy and UPA and their respective successors and assigns.

5.4 Entire Agreement. This Agreement, as it may be amended or supplemented from time to time, constitutes the complete agreement between the Academy and UPA and supersedes all prior agreements, oral and written. This Agreement may be modified only by a written instrument executed by the Academy and UPA.

5.5 Choice of Law. This Agreement will be governed by, construed and enforced in accordance with the laws of the state of Michigan.

5.6 Waivers. No part of this Agreement may be waived except by the written agreement of the Academy or UPA. Forbearance in any form from demanding performance hereunder is not a waiver of performance. Until complete performance under this Agreement, the party owed performance may invoke any remedy under this Agreement or under law, despite its past forbearance.

5.7 Limited Enforcement. This Agreement is enforceable only by the Academy and UPA and their respective successors and assigns. No other person has the right to enforce any of the provisions contained in this Agreement; provided, however, that the provisions of Section 3.3 shall inure to the benefit of, and shall be enforceable by, UPA directors, officers and committee members described in Section 3.3.

5.8 Captions. The section and paragraph headings in this Agreement are inserted for convenience only and do not describe, interpret or limit the scope, extent or intent of this Agreement of any provision of this Agreement.

5.9 Counterparts. This Agreement may be executed in a number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signatures continue on the following page.]

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement, pursuant to authority given by their respective Boards of Directors, to be executed on its behalf by an authorized officer of each party hereto.

UNIVERSITY PREPARATORY
ACADEMY

By: *Tracy Hine*
Name: _____
Its: President

THE PUBLIC SCHOOL ACADEMIES
OF DETROIT

By: *[Signature]*
Name: _____
Its: President

EXHIBIT A

**RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES
OF GRAND VALLEY STATE UNIVERSITY DATED AS OF APRIL 28, 2006**

See attached.



**CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 28, 2006:**

06-3-14 (14) **Charter Schools Report**

On motion by Ms. Brooks and second by Mrs. Wolters, the following resolution was adopted unanimously:

WHEREAS, the Michigan Legislature has provided for the establishment of urban high school academies as part of the Michigan public school system by enacting Act No. 179 of the Public Acts of 2003; and

WHEREAS, according to this legislation, the Board of Trustees of Grand Valley State University ("University Board"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate urban high school academies; and

WHEREAS, the Michigan Legislature has mandated that urban high school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed urban high school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed urban high school academy; and

WHEREAS, the University Board, having received applications for organizing urban high school academies, and having examined the ability of the proposed performance standards, proposed academic program, financial viability of the applicant, and the ability of the proposed urban high school academy board of directors to meet the contract goals and objectives;

NOW, THEREFORE, BE IT RESOLVED:

**AUTHORIZING RESOLUTION FOR PUBLIC SCHOOL ACADEMIES
OF DETROIT ("ACADEMY")**


1. That the application for Public School Academies of Detroit ("Academy"), submitted under Section 522 of the Revised School Code, MCL 380.522, meets the University Boards requirements and the requirements of applicable law and is therefore approved;

2. Pursuant to the Method of Selection Resolution adopted by the University Board, the following seven (7) persons are appointed as the initial board of directors for the Academy:

Ms. Jean Baker	2 year term
Dr. Deborah Ball	2 year term
Mr. David Bing	3 year term
Mr. James Nicholson	3 year term
Mr. Edward Parks	3 year term
Mr. Dan Varner	1 year term
Ms. Joann Williams	1 year term

3. The University Board approves and authorizes the issuance of a contract to charter an urban high school academy to the Academy and authorizes the Chairperson of the University Board to execute a contract to charter an urban high school academy and related documents issued by the University Board to the Academy, provided that, before execution of the contract, the University President or his designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 8th day of May, 2006.


Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 28, 2006:

06-3-14 (14) Charter Schools Report

Method of Selection Resolution

On motion by Ms. Myers and second by Mrs. Johnson, the following
resolution was adopted unanimously:

**URBAN HIGH SCHOOL ACADEMY BOARD OF DIRECTORS:
METHOD OF SELECTION AND APPOINTMENT**

WHEREAS, the Board of Trustees of Grand Valley State University
("University Board") is interested in issuing contracts to urban high school
academies, under PA 179 of 2003; and

WHEREAS, MCL 380.528(1)(c) of the Revised School Code ("Code")
provides that an authorizing body shall "adopt a resolution establishing the
method of selection, length of term, and number of members of the board
of directors of each urban high school academy that it authorizes," and

WHEREAS, the University Board has determined that each contract
issued by the University Board shall contain the following method of
selection and appointment process until otherwise amended by the
University Board;

NOW, THEREFORE, BE IT RESOLVED:

The following method of selection and appointment process for Urban
High School Academy Board members applies to all urban high school
academies authorized by the University Board:

1. **Method of Selection and Appointment of Urban High School
Board Members:**

- a. **Initial Urban High School Academy Board Member
Nominations and Appointments:** As part of the
urban high school academy application, the
applicant shall propose to the University Charter
Schools Office Director ("CSO Director"), the
names of proposed individuals to serve on the initial
board of directors of the proposed urban high school

academy ("Academy Board"). When the CSO Director recommends an initial contract for approval to the University Board, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the urban high school academy applicant ("Applicant"). To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Urban High School Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background and History Check Report prescribed by the University Charter Schools Office.

- b. Subsequent Urban High School Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board member positions. As part of the appointment process, the Academy Board may submit to the CSO Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The CSO Director may or may not recommend the proposed nominee submitted by the Academy Board. If the CSO Director does not recommend a nominee submitted by the Academy Board, the CSO Director shall select a nominee and forward that recommendation to the University Board for appointment. The University Board shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the CSO Director determines an "exigent condition" exists which requires him/her to make an appointment to an Academy Board, the CSO Director, with University President approval, may immediately appoint a person to serve as an Academy Board member for the time specified, but not longer than the next meeting held by the University Board when a regular appointment may be made by the University Board. The CSO Director shall make the appointment in writing and notify the Academy Board of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the University Board

determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the University Charter Schools Office including, but not limited to, a Urban High School Academy Board Member Questionnaire and a release for criminal records and history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of the University or be a member of the University Board.
3. Oath /Acceptance of Office/Voting Rights: Following appointment by the University Board, Academy Board appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the University Board for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the University Board determines that an Academy Board member's service in office is no longer required, then the University Board may remove an Academy Board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may also be removed from office by a two-thirds (2/3) vote of the Academy Board for cause.

5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the CSO Director. The resignation is effective upon receipt by the CSO Director unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the CSO Director shall confirm a

resignation in writing. The resignation shall be effective upon the date the CSO Director sends confirmation to the resigning Academy Board member.

6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

7. Filling a Vacancy: The Academy Board may nominate and the CSO Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointment" procedures in this resolution.

8. Number of Academy Board Member Positions: The number of Academy Board member positions shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 8th day of May, 2006.

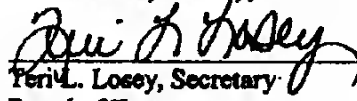

Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University

EXHIBIT B

STUDENT RE-ENROLLMENT

Student Re-Enrollment

- Any student who was enrolled in the immediately preceding school year in the Academy will be enrolled in the appropriate grade level. The re-enrollment process for the application period will include:
- Parents or guardians of all enrolled students will be notified of the deadline for notifying the urban high school academy that they wish to re-enroll their child.
- If there is a sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the following will be determined:
 1. The number of students who have re-enrolled per grade level.
 2. The number of siblings seeking admission for the upcoming academic year per grade (if a Board policy exists).
 3. If space is unavailable, a waiting list for siblings of re-enrolled students will be developed.
 4. The number of spaces remaining, per grade, after enrollment of current students and siblings.

SCHEDULE 3

BYLAWS

The bylaws and flow-chart of the Academy's governance structure are attached.

BYLAWS
OF
THE PUBLIC SCHOOL ACADEMIES OF DETROIT

ARTICLE I

NAME

This organization shall be called THE PUBLIC SCHOOL ACADEMIES OF DETROIT (the "Academy" or the "corporation").

ARTICLE II

FORM OF ACADEMY

The Academy is organized as a non-profit, non-stock, directorship corporation.

ARTICLE III

OFFICES

Section 3.1. Principal Office. The principal office of the Academy shall be located in the State of Michigan.

Section 3.2. Registered Office. The registered office of the Academy may be the same as the principal office of the Academy, but in any event must be located in the State of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be reported to the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6C of the Revised School Code ("Code"). The Academy Board may delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Contract, and Applicable Law.

Section 4.2. University Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. The method of selection and appointment of Academy Board members, the qualifications of Academy Board members, oath and acceptance of public office requirements, Academy Board member voting rights, length of Academy Board member terms, removal of Academy Board member procedures, method for handling resignations, declaration of vacancies and filling of vacant Academy Board member positions, number of Academy Board member positions, quorum and manner of acting requirements for Academy Board shall be established by resolution adopted by the Grand Valley State University Board of Trustees (the "University Board"). This resolution may be amended from time to time by the University Board without the approval of the Academy Board. Any provision in these Bylaws that conflicts or is inconsistent with this University Board resolution shall be void. Upon notice from the University, the Academy Board shall amend any conflicting or inconsistent provision set forth in these Bylaws and provide a copy of the change(s) to the University Charter Schools Office for inclusion in the Contract.

ARTICLE V

MEETINGS

Section 5.1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year. The Academy Board must provide, by resolution, the time and place, within the State of Michigan, for the holding of regular meetings. Unless otherwise agreed to by the University President, the Academy Board must hold at least six (6) regular meetings during the first year of operation. The Academy Board shall provide notice of the annual and all regular meetings as required by the Open Meetings Act.

Section 5.2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the Academy Board President or any two other Directors. The person or persons authorized to call special meetings of the Academy Board may fix the place within the State of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the State of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 5.3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meeting Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally, mailed, sent by facsimile or electronic mail to each Director at the Director's business address or electronic mailing address. Any Director may waive notice of any meeting by written statement or facsimile sent by the Director and signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice to the transaction of any business because the meeting is not lawfully called or convened.

Section 5.4. Quorum. The quorum requirements for the transaction of business at any Academy Board meeting shall be determined by resolution of the University Board.

Section 5.5. Manner of Acting. The manner of acting requirements for Academy Board meetings shall be determined by resolution of the University Board. No member of the Board of Directors may vote by proxy.

Section 5.6. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5.7. Presumption of Assent. A Director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director's dissent shall be entered in the minutes of the meetings. Unless a Director abstains from voting on a particular Academy Board agenda item and the abstention is recorded in the Academy Board meeting minutes, the Academy Board meeting minutes shall reflect the vote, whether in favor or in opposition, of each Director present at the meeting.

ARTICLE VI

COMMITTEES

Section 6.1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, the Contract, these Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

ARTICLE VII

OFFICERS OF THE BOARD

Section 7.1. Number. The officers of the Academy shall be a President, Vice-President, Secretary, Treasurer, and such assistant Treasurers and assistant Secretaries as may be selected by the Academy Board.

Section 7.2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the officers of the Academy shall be elected annually by the Academy Board. If the election of officers is not held at the annual meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 7.3.

Section 7.3. Removal. Any officer or agent elected or appointed by the Academy Board may be removed by the Academy Board whenever in its judgment the best interest of the corporation would be served thereby.

Section 7.4. Vacancies. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term of the vacating officer.

Section 7.5. President. The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President of the corporation, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President may be an ex officio member of any standing committees and, when designated by the Academy Board, the Chairperson of any standing committee established by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Academy Board from time to time.

Section 7.6. Vice-President. The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability, or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.

Section 7.7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.

Section 7.8. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 7.9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy

Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 7.10. Salaries. Officers of the Board, as Directors of the corporation, may not be compensated for their services. By resolution of the Academy Board, Directors and officers may be reimbursed for reasonable expenses incident to their duties.

Section 7.11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 8.1. Contracts. The Academy Board may authorize any officer(s), assistant(s) or acting officer(s), to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of or on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind Grand Valley State University or impose any liability on Grand Valley State University, its trustees, officers, employees, or agents.

Section 8.2. Loans. No loans shall be contracted on behalf of the Academy and on evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft, or withdrawal by an officer or Director of the corporation, other than in the ordinary and usual course of the business of the Academy, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Grand Valley State University or impose any liability on Grand Valley State University, its trustees, officers, employees, or agents.

Section 8.3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Academy, shall be

signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 8.4. Deposits. Consistent with Section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institute or in a joint investment authorized by the Code. All additional funds of the Academy shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, as amended, being Sections 21.146 of the Michigan Compiled Laws.

Section 8.5. Voting of Gifted, Bequested or Transferred Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power, and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation. This section shall in no way be interpreted to permit the corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the corporation.

Section 8.6. Contracts Between Corporation and Related Persons; Persons Ineligible to Serve as Directors. Pursuant to Sections 522(3)(e) and (f) of the Code, MCL 380.522(3)(e) and (f), each Director, officer or employee of the Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. The following shall be deemed a prohibited conflict of interest:

(a) An individual simultaneously serving as Director and an owner, officer, director, employee or paid consultant of an Educational Management Company that has an agreement with the Academy;

(b) An individual simultaneously serving as Director and an employee of the corporation;

(c) An individual simultaneously serving as Director and an owner, officer, director, employee or paid consultant of the Contract Administrator;

(d) An individual simultaneously serving as a Director and a independent contractor to the Academy;

(e) An individual simultaneously serving as a Director and as a member of the governing board of another public school; and

(f) An individual simultaneously serving as a Director and a University employee or paid consultant.

No person shall be eligible to serve as Director if the person's spouse, child, parent, or sibling has: (i) an ownership interest in the Educational Management Company, the Contract Administrator or the Applicant; or (ii) if the person's spouse, child, parent, or sibling is in a managerial, administrative or officer position with the Educational Management Company, Contract Administrator or the Applicant.

ARTICLE IX

INDEMNIFICATION

Each person who is or was a Director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Academy to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of July in each year.

ARTICLE XI

AMENDMENTS

The Academy Board shall submit proposed Bylaw changes to the University Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this

Contract, the Academy Board's Bylaw shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board bylaw change.

ARTICLE XII

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Bylaws.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 6th day of February, 2007.


Secretary

DETROIT 28947-2 976175v2

Public School Academies of Detroit

Detroit, Michigan

Resolution of the Public School Academies of Detroit Board of Directors

Upon motion of: Deborah Ball
Seconded by: Jean Baker

WHEREAS, the Academy Board wishes to ratify its By-Laws that were adopted prior to the filing of the Articles of Incorporation.

NOW, THEREFORE, BE IT RESOLVED, that the Academy Board hereby approves, ratifies and confirms its By-Laws.

Secretary's Certification:

I certify that the Public School Academies of Detroit Board duly adopted the foregoing resolution at a properly noticed open meeting held on the 9th day of January, 2008, at which a quorum was present.

By: 
The Board Secretary

**State of Michigan Part 6C
of Charter School Law
Entity / Contract
Structure
Rev. 4/3/2008**

Authorizer (Grand Valley
State University)

Part 6C
Charter Contract

Public School Academies of
Detroit (PSAD) Board

UPA K-12

UP Science and
Math (UPSM) 6 - 12

Henry Ford Academy:
School for Creative
Studies

Educational Mgt.
Contract
UPA

New Urban Learning (NUL)
(Educ. Mgt. Co.)

UPA High School

UPA Middle School

UPA Elementary
School ONE

UPA Elementary
School TWO

Landlord
(TEF Entity)

Contract
Administrator
(TEF)

Educational Mgt.
Contract
UPSM

New Urban
Learning
(NUL)
(Educ. Mgt.
Co.)

UPSM High
School

UPSM Middle
School

Landlord
(TEF Entity)

Educational Mgt.
Contract
HFA:SCS

Creative Urban
Education
(CUE)
(Educ. Mgt.
Co.)

HFA:SCS
6 - 12 School

Landlord
(TEF Entity)

SCHEDULE 4

FISCAL AGENT AGREEMENT

The Fiscal Agent Agreement is attached.

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Public School Academies of Detroit, an urban high school academy ("Academy").

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to urban high school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02. Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

ARTICLE III

STATE DUTIES

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2009, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the University Board to the Academy.

BY: Joseph L. Fiepek
Joseph L. Fiepek, Director
Bureau of Bond Finance
Michigan Department of Treasury

Date: Jan. 3, 2008

LAN01N48342.1
ID\LCW

SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

The Master Calendar of Reporting Requirements is attached.

**Urban High School Academies
Master Calendar of Reporting Requirements
July 1, 2010 – June 30, 2011**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2010-2011 School Calendar/School Day Schedule.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2010-2011.	CSO
July 1	Copy of Notice of Public Hearing for Annual Operating Budget for 2010-2011.	CSO
July 1	Copy of Parent Satisfaction Survey and Results from 2009-2010, if applicable.	CSO
July 26	DS-4168 Report of Days and Clock Hours of Pupil Instruction for the 2009-2010 academic year, if applicable (See MDE website, www.michigan.gov/mde , for MDE due date and form).	CSO
August 2	Annual Organizational Meeting Minutes for 2010-2011.	CSO
August 2	Board Resolution appointing Chief Administrative Officer for 2010-2011.	CSO
August 2	Board Resolution appointing Freedom of Information Act Coordinator for 2010-2011.	CSO
August 2	Board Designated Legal Counsel for 2010-2011.	CSO
August 2	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2010-2011.	CSO
August 31	4 th Quarter Financial Statements, if applicable – quarter ending 06/30.	CSO
August 31 UPSM HS	Legal Opinion confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Management Company, the Contract Administrator, the Applicant or affiliate of the Applicant complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 <i>et seq.</i>	CSO
August 31 UPSM HS	Copy of an AHERA asbestos plan and lead based paint survey, if applicable, for the Academy's school facility.	CSO
August 31 UPSM HS	Copy of the current boiler inspection/approval, if applicable, for the Academy's school facility.	CSO
August 31 UPSM HS	Documentation confirming that the Academy has received occupancy approval from the Michigan Department of Consumer and Industry Services Office of Fire Safety for the Academy's school facility.	CSO
August 31 UPSM HS	Documentation of food service license expiring 04/30/2011.	CSO
August 31 UPSM HS	Documentation that the Academy obtained a short-term cash flow loan to cover initial costs of the operations for the initial academic year, if applicable.	CSO
September 3	Organizational Chart for 2010-2011.	CSO
September 3	Board approved Student Handbook 2010-2011.	CSO
September 3	Board approved Employee Handbook 2010-2011.	CSO
September 3	Copy of School Improvement Plan covering 2009-2010 academic year.	CSO
October 1	Annual Nonprofit Corporation Information Update for 2010. CSO will	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	confirm filing via DLEG website.	
October 1	Completed PSA and ESP/MC Insurance Questionnaires. Required forms available at www.gvsucso.org .	CSO
October 15	Audited Financial Statements for fiscal year ending June 30, 2010, if applicable. *Due to MDE by November 15.	CSO
October 15	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2010, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 15	Annual A-133 Single Audit for year ending June 30, 2010 is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such	CSO
October 15	DS-4898 PSA Preliminary Pupil Membership Count for September 2009 Enrollment and Attendance for 1 st & 2 nd Year PSAs only (See MDE website, www.michigan.gov/mde for MDE due date).	CSO
October 15	Annual Education Report for the 2009-2010 academic year to be submitted and presented at a public meeting.	CSO
October 29	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
December 1	Academy's Technology Plan covering 2010-2011 or annual updates thereto.	CSO
January 7	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2010-2011 signed by a representative of the Academy.	CSO
January 31	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 31	Michigan Highly Qualified Teacher Verification Report. Required Form Available at www.gvsucso.org .	CSO
April 19	DS-4168-B District Report of Planned Number of Days and Clock Hours of Pupil Instruction for 2010-2011 (See MDE website www.michigan.gov/mde for MDE due date).	CSO
April 29	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 13	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2011-2012.	CSO
June 1	Certificate of Boiler Inspection covering years 2010-2011.	CSO
June 30	Board Approved Amended Budget for 2010-2011 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 30	2010-2011 Log of emergency drills, including date, time and results. Sample form available at www.gvsucso.org .	CSO
June 30	Board adopted Letter of Engagement for year ending June 30, 2011 independent financial audit.	CSO
June 30	Food service license expiring 04/30/2012.	CSO

ONGOING REPORTING REQUIREMENTS

July 1, 2010 – June 30, 2011

The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Immediately	Bills paid that amount to \$10,000 or more as submitted to the Academy Board.	CSO
Immediately	Copies of any Management Contracts, Services Contracts approved by the Academy Board.	CSO
Immediately	Copies of any Equipment Leases.	CSO
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board approval	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2010-2011 & Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended.	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings alleging violation of Applicable Law or contractual agreements against the Academy, its officers, employees, agents and/or contractors.	CSO
30 days prior to board execution	Board proposed draft Contract Administrator and Educational Management Company Agreements or Amendments.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

ORIGINAL/SUBSEQUENT BOARD POLICY REPORTING REQUIREMENTS

July 1, 2010 – June 30, 2011

The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws or Amendments thereto.	CSO
Academy's Educational Goals or Amendments thereto.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Any and all Equipment Leases	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
Administration of Medications Policy (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval). Harassment of Students Policy (date of approval) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy (date of approval). Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval). MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval). Reference: MCL 324.8316, 380.1256	CSO

Nondiscrimination Policy (date of approval) Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval). Reference: PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval). Reference: 42 USC §§1751, 1758, 1766; 42 USC § 1773	CSO

**CALENDAR OF ADDITIONAL REPORTING REQUIREMENTS
AND CRITICAL DATES
July 1, 2010 – June 30, 2011**

The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
September 29	Student Count Day for State Aid F.T.E.	No submission required.
September 30	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October 1	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable.	CEPI
October 1	Certification of Constitutionally Protected Prayer	MDE
October 7	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Teacher Salaries/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	School Infrastructure Database (SID); School-Wide Title I Participation	CEPI
Oct/Nov	Deadline for MEIS/Single Record Student Database ("SRSD") electronic file (Contact the local ISD for due date.)	CEPI
November 1	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 15	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Teacher Salaries/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission	CEPI
December 31	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school's state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
Feb 9	Supplemental Student Count for State Aid F.T.E.	No submission required.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk.	MDE
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
May 1 – May 31 (as scheduled)	Teacher Certification/Teacher Salaries/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June/July	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
June	Registry of Educational Personnel (REP)	CEPI
June	School Infrastructure Database (SID)	CEPI

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

In accordance with Section 11.16 of the Terms and Conditions, the following described categories of information are to be made available to the public by the Academy, and any Educational Management Company contracted by the Academy, as required under Section 523(1)(k) of the Code, MCL 380.523(1)(k):

1. Contract;
2. List of currently serving Directors with name, address, and term of office;
3. Academy Board policies;
4. Academy Board meeting agendas;
5. Academy Board meeting minutes;
6. Academy Board approved budget and amendments to the budget;
7. Bills paid that amount to \$10,000 or more as submitted to the Academy Board;
8. Quarterly financial reports submitted to the University Charter Schools Office;
9. List of current Academy teachers including individual salaries, copies of teaching certificates or permits, and evidence of compliance with criminal background and records checks and unprofessional conduct checks required under the Code for Academy teachers and school administrators;
10. Curriculum documents and materials submitted to the University Charter Schools Office;
11. Proof of insurance required by Contract;
12. Copies of facility leases or deeds, or both, and of any equipment leases;
13. Copies of any management contracts or services contracts approved by the Academy Board;
14. Health and safety reports and certificates, including those relating to fire safety, environmental matters, asbestos inspection, boiler inspection, and food service;

15. Annual financial audit and any management letters issued as part of the annual financial audit; and
16. Any other information specifically required under the Code.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made effective as of July 1, 2012 by and between **DETROIT 90/90, LLC**, a Michigan nonprofit corporation ("Detroit 90/90") and **THE PUBLIC SCHOOL ACADEMIES OF DETROIT**, a Michigan public school academy (the "PSAD") formed under Part 6c of the Revised School Code, Public Act 451 of 1976 (the "Code"), as amended.

PSAD is an urban high school academy organized under the Code. PSAD has been issued a contract (the "Contract") by **GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES** (the "Authorizer") to organize and operate one or more urban high school academies.

PSAD and Detroit 90/90 desire to enter into an agreement, as defined in MCL 380.523c(2)(c), whereby PSAD and Detroit 90/90 will work together to deliver systems of educational excellence and services to PSAD and its University Preparatory Science and Math urban high school academy ("UPSM") based on the vision for the PSAD's urban high school academies as described in the Contract and Detroit 90/90's vision of school design, management principles, and the "Educational Program" (defined below).

THEREFORE, the parties agree as follows:

ARTICLE I

Relationship of the Parties and Other Matters

Section 1. Authority. PSAD represents that (a) it is authorized by law to contract with an educational management organization for the provision of management and operational services to PSAD, and (b) PSAD has been issued the Contract from the Authorizer to organize and operate one or more urban high school academies. To the extent permitted by law, PSAD authorizes and grants power to perform under this Agreement.

Section 2. To the extent permitted by law, PSAD agrees that Detroit 90/90, to the extent permitted by law, shall provide all labor, materials, and comprehensive educational, administrative, and support services required by this Agreement to PSAD (the "Services").

Detroit 90/90 agrees to meet its obligations under the Contract and all applicable laws, shall provide all labor, materials, and comprehensive educational, administrative, and support services required by this Agreement to PSAD (the "Services").

UPSM /
Det. 90/90

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Det. 90/90

enter into a similar educational management agreement respecting the operation of the PSAD University Preparatory Academy ("UPA") urban high school academy. The CEO for UPSM shall serve as the CEO for UPA. Detroit 90/90 shall provide periodic written updates about a CEO search to the Contract Administrator and PSAD. Detroit 90/90 shall not retain a CEO to which the Contract Administrator or PSAD objects. The CEO shall hold all required certifications as required by the Code. The CEO may be disciplined or terminated by Detroit 90/90 in its sole discretion. Detroit 90/90 shall notify the Board before the termination of the CEO. Detroit 90/90 will have the authority, consistent with applicable laws, to select and supervise the CEO and to hold the CEO accountable for the success of UPSM. Detroit 90/90 will empower the CEO with the authority to select and hold accountable the teachers and staff at UPSM.

Section 9. Criminal Background Checks. Detroit 90/90 agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background and criminal conduct checks. Detroit 90/90 shall require that the results of the criminal background check are received, reviewed, and used (subject to a verification process) by the CEO acting on behalf of PSAD and/or the Board, only as permitted by law to confirm that the individual does not have a criminal history and to evaluate the qualifications of the individual for his/her assignment.

Section 10. Unprofessional Conduct Checks. Detroit 90/90 agrees that it will conduct unprofessional conduct checks, in accordance with MCL 380.1230b, before hiring an employee assigned to work at the UPSM worksite.

Section 11. Compliance with Section 523c. On an annual basis, Detroit 90/90 agrees to provide the UPSM Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the UPSM Board shall make the information available on UPSM's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 523c of the Code, MCL 380.523c shall have the same meaning in this Agreement.

Section 12. The Board. The Board is the governing body with oversight responsibilities over PSAD. The parties acknowledge that throughout this Agreement the term "Board" and the term "PSAD" are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject-matter of the article/section.

Section 13. Availability of Funds. Detroit 90/90 shall be liable to PSAD for any cost it commits PSAD to without the Board's approval in the event such cost is beyond the amount in PSAD's budget or any amendment thereto. Detroit 90/90 shall only be required to perform its responsibilities under this Agreement to the extent PSAD has appropriated funds in its budget, as amended.

Section 14. Non-Compete Agreement. Detroit 90/90 agrees that it shall not impose any contractual requirement or contractual obligation on any of its teachers, support staff,

on the applicable Fee Budget for such year of the Term, as agreed between Detroit 90/90 and PSAD.

In the event Detroit 90/90 incurs expenses in amounts less than those set forth in the applicable Fee Budget in any type or classification, resulting in a surplus (a "Budget Surplus") for any year of the Term, Detroit 90/90 shall make a proposal to PSAD for disposition of the Budget Surplus for such year of the Term for PSAD's review and approval. PSAD and Detroit 90/90 must mutually agree to the disposition of the Budget Surplus for such year of the Term. If the parties do not mutually agree to the disposition of the Budget Surplus for such year of the Term after informal discussion, the parties shall participate in mediation and, arbitration, if the matter is not resolved, as set forth in Article X of this Agreement. In the event Detroit 90/90 incurs expenses in amounts more than those set forth in the applicable Fee Budget in any type or classification, resulting in a deficit (a "Budget Deficit") for any year of the Term, Detroit 90/90 shall make a proposal to PSAD for an adjustment for the applicable Fee for such year of the Term for PSAD's review and approval. PSAD and Detroit 90/90 must mutually agree to the proposal for an adjustment for the applicable Fee in the event of a Budget Deficit for any year of the Term. If the parties do not mutually agree to the adjustment for the applicable Fee in the event of a Budget Deficit for any year of the Term after informal discussion, the parties shall participate in mediation and, arbitration, if the matter is not resolved, as set forth in Article X of this Agreement. Notwithstanding the foregoing, Detroit 90/90 shall give PSAD written notice not less than fifteen (15) days after becoming aware of a potential Budget Deficit.

Upon receipt of PSAD State Aid funds, PSAD shall immediately deposit those funds in an account mutually agreed upon by the parties and administered by the CEO of Detroit 90/90.

Section 2. Reimbursement of Costs. In addition to the Fee, PSAD shall reimburse Detroit 90/90 for all costs reasonably incurred and paid by Detroit 90/90 in providing the Services specifically related to PSAD except for those costs which are included in the applicable Fee Budget. Such reimbursable costs include, but are not limited to, certain employment or retention costs of Detroit 90/90 employees or staff assigned to UPSM, other expenses for building facilities, equipment, software, supplies, food service, transportation, special education, psychological services, and medical services. Detroit 90/90 will invoice PSAD for reimbursement of certain employment or staff costs of Detroit 90/90 employees or staff assigned to UPSM. Detroit 90/90 will invoice PSAD for reimbursement of all other costs not included in the applicable Fee Budget with a detailed receipt of material or services provided. PSAD shall only reimburse for costs included in an annual operating budget approved by the Board or as amended during the academic year. In paying such costs on behalf of PSAD, Detroit 90/90 shall not charge an added fee (or mark-up). Marketing and development costs paid by or charged to PSAD shall be limited to those costs specific to UPSM. Detroit 90/90 shall not include any costs for the marketing and development of Detroit 90/90 nor any other corporate costs of Detroit 90/90, including but not limited to insurance, audit, legal other corporate compliance expenses, or miscellaneous costs that are too detailed and burdensome to attribute to UPSM. All such non-reimbursable costs are the responsibility of Detroit 90/90 and shall be paid out of the Fee or such other revenue of Detroit 90/90. A complete description of costs that are not to be allocated to PSAD and UPSM are included in the Fee Budget.

PSAD's failure to timely remit the Fee, all payroll costs, or any reimbursement due to Detroit 90/90. PSAD has thirty (30) days after notice from Detroit 90/90 to remedy a breach that involves the advancement of funds for all compensation required for payroll or to reach an agreement with Detroit 90/90 on the payment of those funds.

Termination before the end of the Term shall not relieve PSAD of any financial or other obligations to Detroit 90/90 outstanding as of the date of termination. Failure by Detroit 90/90 to (a) declare a breach, (b) place PSAD on notice thereof, or (c) fail to exercise or exert any remedy available to Detroit 90/90 under this Agreement or applicable laws, shall not be deemed a waiver of Detroit 90/90's right and remedies whatsoever.

Section 2. Termination by PSAD. PSAD may terminate this Agreement before the end of the Term in the event that Detroit 90/90 fails to remedy a material breach within the required time frames below. A material breach includes, but is not limited to:

- a. Failure by Detroit 90/90 to reasonably account for its expenditures;
- b. Failure by Detroit 90/90 to pay PSAD operating expenses as required under this Agreement (provided funds are available);
- c. Failure by Detroit 90/90 to substantially follow policies, procedures, rules, regulations, or curriculum duly adopted by the Board which are not in violation of applicable laws or this Agreement;
- d. Failure by Detroit 90/90 to provide the Services as required by this Agreement; and/or
- e. Any action or inaction by Detroit 90/90 that places the Contract in jeopardy of revocation, suspension or termination, as evidenced by written notification from the Authorizer.
- f. Failure to meet the educational performance requirements in the Contract, any lease agreement entered into by PSAD for the operation of UPSM, or in Schedule B to this Agreement.

Detroit 90/90 has ten (10) days after notice from PSAD to remedy a breach that involves the non-payment of funds for all "compensation" required for payroll (provided that Detroit 90/90 has received such funds from PSAD to do so) or to reach an agreement with PSAD on the payment of those funds. Detroit 90/90 has thirty (30) days after written notice from PSAD to remedy all other material breaches.

Either party may also terminate this Agreement without cause before the end of the Term by giving written notice of termination to the other party by December 1 of a particular year, and unless otherwise agreed to by the parties, the termination shall be effective as of June 30 of the following year. Notice of termination provided after December 1 shall not be effective until one year after June 30 of the following year.

2. use its best efforts to maintain its relations and good will with suppliers, customers, landlords, creditors, employees, agents and others having business relationships with it.
3. make no material changes in administrative, operational, or management personnel, including the chief administrative officer, superintendent for UPSM, principals for each of the UPSM schools, or teaching staff without prior written approval of PSAD.
4. use its best efforts not to disturb UPSM's relations and good will with parents, students and the educational community relating to the operation and management of UPSM and otherwise comply with this Agreement;
5. comply with all legal requirements and contractual obligations assigned to it applicable to the operations of UPSM;
6. continue in full force and effect all required insurance coverages;
7. cooperate with PSAD in identifying the governmental authorizations or other approvals including but not limited to those regarding UPSM facilities, required by PSAD to operate UPSM; and
8. prepare and provide to PSAD within thirty (30) days of the provision of notice of termination, at Detroit 90/90's own expense, a draft transition agreement which shall specifically detail and plan for each and every transition issue and provide a timeline for addressing each issue.

Section 6. Personal Property upon Termination or Expiration. Upon any termination or the expiration of this Agreement, PSAD may elect (a) to purchase any personal property which has been purchased or leased from a third party solely with Detroit 90/90 funds, provided such purchase or lease is permitted under the purchase or lease documents relating thereto, at the fair market, depreciated value of such personal property or (b) to return same to Detroit 90/90. All personal property purchased or leased by Detroit 90/90 using PSAD funds shall remain the personal property of PSAD. PSAD shall own, without restriction, all property, tangible and intangible, purchased, licensed, or acquired in any fashion by or for PSAD, or by or with PSAD funds.

Section 7. Obligations Upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the parties shall remain obligated for all financial or other obligations due at the time of the termination or expiration. After any termination or the expiration of this Agreement, and once all such obligations referenced above are satisfied, the parties shall have no further obligations to each other under this Agreement whatsoever except for the continuing obligations under (a) Article V (confidentiality and non-use/non-disclosure of proprietary information) and (b) Article VII (indemnification).

ARTICLE VII

Indemnification & Cooperation

Section 1. Indemnification of Detroit 90/90. To the extent permitted by law and without waiving any privilege or immunity, PSAD shall indemnify and save and hold Detroit

ARTICLE VIII Insurance

Section 1. Academy Insurance. PSAD shall maintain such policies of insurance coverage in the amounts as required by the Contract. PSAD agrees to add Detroit 90/90 as an additional insured on all policies.

Section 2. Detroit 90/90 Insurance. Detroit 90/90 shall maintain separate general liability and umbrella insurance coverage, with PSAD listed as an additional insured on all policies. Detroit 90/90 shall maintain such policies of insurance in the amounts as required by the Contract and any lease agreement entered into by PSAD for the operation of UPSM.

Section 3. Evidence and Notices. Each party shall, upon written request, present evidence to the other that it maintains the requisite insurance.

Section 4. Workers' Compensation Coverage. Additionally, each party shall maintain workers' compensation insurance, as required by state law, covering their respective employees, if any.

ARTICLE IX Warranties and Representations

Section 1. Warranties and Representations of PSAD. PSAD represents to Detroit 90/90 that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, and its actions have been duly and validly authorized.

Section 2. Good Standing. Detroit 90/90 represents and warrants to PSAD that (a) it is a Michigan limited liability company in good standing duly authorized to conduct business in the state of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.

Section 3. Contract Administrator. Detroit 90/90 represents and warrants that it has a thorough understanding of the Contract Administration Agreement entered into by PSAD and the Contract Administrator dated August 28, 2008 as provided by the Contract and the Code and that Detroit 90/90 shall cooperate in such a manner so as to allow PSAD and the Contract Administrator to comply with their respective obligations and exercise their respective rights under the Contract Administration Agreement.

Section 4. Facilities. Detroit 90/90 represents and warrants that it has a thorough understanding of the facilities that are provided by PSAD, and all applicable documentation including lease agreements, certificate of occupancy, and all other permits, to operate UPSM and that such facilities allow Detroit 90/90 to undertake and meet its obligations herein.

Section 5. Other Schools. Detroit 90/90 represents and warrants that, other than entering into an educational management agreement with PSAD for the operation of UPSM

Section 2. Arbitration. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters, except for the pursuit of injunctive or equitable relief. Any dispute, difference, or disagreement arising under or related to this Agreement shall be referred to a single arbitrator, mutually agreed upon by the parties, or if no single arbitrator can be agreed upon, an arbitrator shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing Commercial Rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. All arbitration proceedings shall take place exclusively in the State of Michigan in Wayne or Oakland County, Michigan. If the parties are unable to agree on a mutual location for the arbitration, the arbitration shall take place at the Southfield Office of the American Arbitration Association. The arbitrator's award shall be final and binding. Each party shall be responsible for their own costs and attorneys' fees.

ARTICLE XI Miscellaneous

Section 1. Entire Agreement. This Agreement supersedes and replaces any and all prior written or oral agreements and understandings between PSAD and Detroit 90/90 regarding the subject matter hereof. This Agreement, including all Exhibits and Schedules, constitutes the entire agreement of the parties.

Section 2. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, accident, labor strike, flood, terrorism, or other acts beyond its reasonable control.

Section 3. Governing Law. This Agreement and the rights of the parties shall be interpreted according to the laws of the state of Michigan.

Section 4. Official Notices. All notices or other communications required by the terms of this Agreement shall be in writing and sent to the parties at the addresses set forth below. Notice may be given by certified or registered mail, postage prepaid, return receipt requested, traceable carrier or personal delivery. Notices shall be deemed to have been given on the date of personal delivery, or, if given by mail, the postmark date. Unless amended or updated in writing, the addresses of the parties hereto for the purposes of this Agreement shall be:

PSAD:

The Public School Academies of Detroit
c/o Board President
610 Antoinette
Detroit, MI 48202

and

invalid portion or term as minimally as possible to cure the invalidity, while at all times preserving the spirit and purpose of the applicable portion or term.

Section 10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 11. No Third Party Rights. This Agreement is made for the sole benefit of PSAD and Detroit 90/90. Except as otherwise expressly provided herein, nothing in this Agreement shall create or be deemed to create a relationship between the parties, or either of them individually with any third person, third party beneficiary, fiduciary, or the Authorizer.

Section 12. Survival of Termination. All representations, warranties, indemnities, and non-disclosures/confidentiality obligations made in this Agreement shall survive any termination or expiration of this Agreement without limitation.

Section 13. Delegation of Authority; Compliance with Laws. Nothing in this Agreement shall be construed as delegating to Detroit 90/90 any of the powers or authority of the Board which are not subject to delegation by the Board in accordance with all applicable laws. The parties agree to comply with all applicable laws.

Section 14. Execution in Counterparts. The parties may execute this Agreement by facsimile or in counterparts. A facsimile or photographic copy of this Agreement may be relied upon by either party, or any third party, as if it were an original signature copy. If this Agreement is executed in counterparts, the separate counterpart signature pages shall be combined and treated by the parties, or any third party, as if the separate counterpart signature pages were part of one original signature copy.

Section 15. Review by Independent Counsel. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

[Signature Page Follows]

EXHIBIT A
TO
INDEPENDENT CONTRACTOR AGREEMENT

The purpose of this Exhibit A is to set forth and define the Services to be provided by Detroit 90/90 pursuant to the Agreement.

**EDUCATIONAL MANAGEMENT SERVICES
TO BE PROVIDED BY DETROIT 90/90, LLC**

- A. Detroit 90/90 shall implement the Educational Program (defined in Article 1, Section 2 of the Agreement). Substantial modification of the Educational Program may only occur with the prior written consent of the Board and, if required, an amendment to the Contract which requires Authorizer approval.
- B. Detroit 90/90 may perform functions other than instruction, including but not limited to purchasing, professional development and administrative functions off-site (i.e., not on PSAD property), unless prohibited by applicable laws. Student records are the property of PSAD shall be maintained by Detroit 90/90 at the corresponding PSAD UPSM's sites.
- C. Although the Board shall be responsible for establishing and implementing recruitment admission policies in accordance with the Educational Program and the Contract, Detroit 90/90 shall enroll students for PSAD in accordance with such policies provided that the policies are in compliance with the contract and applicable laws.
- D. Detroit 90/90 shall provide student due process hearings in compliance with all applicable laws, to an extent consistent with PSAD's own obligations as to students only (and not as to faculty).
- E. Detroit 90/90 shall administer and provide the Educational Program in a manner which shall meet federal, state and local requirements, the requirements imposed under the Code and the Contract, and all lease provisions entered into by PSAD for the operation of UPSM.
- F. In order to supplement and enhance the school aid payments received from the state of Michigan, and improve the quality of education at UPSM, Detroit 90/90 shall assist PSAD's endeavors to obtain revenue from other sources (the "Funding Sources"), and in this regard:
1. PSAD and/or Detroit 90/90 may solicit grants and donations in the name of PSAD from various Funding Sources consistent with the mission of PSAD in furtherance of the Educational Program;
 2. PSAD and/or Detroit 90/90 only after written notice to PSAD may apply for and receive grant money in the name of PSAD from various Funding Sources in furtherance of the Educational Program;
 3. PSAD and/or Detroit 90/90 only with prior Board approval may apply for and receive grant money in the name of PSAD from various Funding Sources for activities outside of the Educational Program.

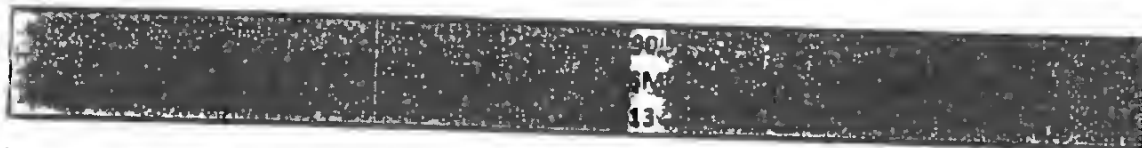
**BUSINESS/FINANCE SERVICES
TO BE PROVIDED BY DETROIT 90/90, LLC**

- L. Detroit 90/90 shall be directly accountable to the Board for the administration, operation and performance of UPSM in accordance with the Contract. Detroit 90/90 shall not expend UPSM funds in excess of the amount set forth in the PSAD Budget, as amended.
- M. Detroit 90/90 shall be responsible for all of the management, operation, administration and education at UPSM which includes, but is not limited to:
1. implementation and administration of the Educational Program, including administration of any and all extra-curricular and co-curricular activities and programs, and the selection and acquisition of instructional materials, equipment and supplies;
 2. management of all personnel functions, including professional development for all instructional personnel and the personnel functions outlined in this Agreement;
 3. aspects of the business administration (as determined as generally understood in the industry) of UPSM as agreed between Detroit 90/90 and the Board;
 4. any function necessary or expedient for the administration of UPSM consistent with the Educational Program, or otherwise approved by the Board.
- N. Except as otherwise provided in this Agreement, Detroit 90/90 shall keep all student and financial records relating to UPSM at the respective UPSM site, and the same shall be available for public inspection upon reasonable request consistent with applicable laws. All student and financial records will remain the property of PSAD.
- O. Detroit 90/90 shall provide the Board with:
1. a projected annual budget that complies with applicable law before June 1st of each school year, related to the Services in accordance with the Contract and the Educational Program;
 2. detailed monthly statements (in a form and as requested by the Board) of all revenues received, from whatever source, with respect to PSAD, and detailed budgets with statements of all direct expenditures (with details) for the Services rendered to or on behalf of PSAD, whether incurred on-site or off-site;
 3. facilitate the annual audit in compliance with applicable laws showing the manner in which funds are spent at PSAD, however, it is acknowledged that only PSAD shall select and retain auditors and PSAD shall contract directly with any auditor of its choice, and Detroit 90/90 will cooperate with the production of any and all documents necessary for the audit. Any such audit and audit materials shall be the property of PSAD; and
 4. other information as reasonably requested by the Board to enable the Board to monitor Detroit 90/90's performance under the Agreement.
- P. Reporting Requirements. Detroit 90/90 shall provide to the Board at least annually the following information to ensure that PSAD can comply with the following statutory reporting requirements, including, but not limited to, MCL 380.523c and MCL 380.1618 and the following:

to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees.

U. Detroit 90/90 will be responsible for all necessary 401K regulatory and plan documents as required by law.

V. Detroit 90/90 shall conduct criminal background checks and unprofessional conduct checks on its employees that are assigned to PSAD and all subcontractors assigned to regularly and continuously work under contract in PSAD as required by law, as if it were a public school academy under the Code.



	UPSM
Budgeted Student Count	828
	32%
Salaries and benefits	
Insurance	\$ 630,021
Professional development	27,500
Professional fees	1,762
Equipment	10,570
Internet/Phones/Email/Copier	3,844
Meetings & Conferenes	9,225
Office expense	2,082
Travel & Transportation	3,844
Contingency	1,602
Non-Recurring Expenses:	3,203
Consultants	
Recruiter Fees	3,203
	18,578
Total expenses	\$ 715,433

Detroit 90/90

Our Program. Our Performance. Our Promise.

Detroit 90/90 believes that its schools—University Preparatory Academy (UPA) and University Prep Science & Math (UPSM)—offer a powerful and unique model for teaching and engaging urban children. Our schools are dedicated to educating the whole child in ways that prepare students for success in college, other post-secondary training, and life, as well as ensure high performance on required standardized tests and college entrance exams.

University Prep Schools understand that true college readiness does not depend solely on students' academic success and mastery of standards. Readiness also hinges on developing students as confident, motivated self-managers and problem solvers, with a variety of talents and experiences. These are the characteristics and traits we build in our students, and the reasons our schools are able to graduate students who persist in college and fulfill their dreams.

Key elements of the University Prep Schools model that ensure college readiness for graduates, and are supported by research-based practices, include:

- Rigorous curriculum designed to meet state and federal standards at every level. The University Prep Schools curricula is designed to achieve the benchmarks set out in Michigan's Curriculum Framework and the ACT College Readiness standards—and will evolve to meet the new Common Core standards. Our schools ensure student success on challenging work by providing support in different ways—starting with small classes, personalized learning plans for every student and differentiated instruction that enables advanced learners as well as struggling students to connect to academic content and reach their potential.
- Intentional strategies to build and maintain strong relationships between and among students, parents, and teachers, including small schools, small class sizes, working with a primary teacher/advisor for multiple years, and individual Learning Team meetings. The Advisory program engages students in their learning and gives them the anchor of a caring adult who knows them well. A small and supportive classroom community helps students find their passion, discover dreams, plot their plans and hone the habits of mind and work essential to success in college and in life.
- Curiosity, focus, and effort are critical to student learning. University Prep Schools use personal relationships, a culture of success, integration of technology, and fun, interest-based projects to ensure strong student engagement. When learning is fun, learners invest much more energy and imagination in getting through the hard work. In addition, we employ a wide range of practical, authentic, real-world experiences, from meaningful internships and community service to international travel and college campus tours, to complement academic instruction so that students can navigate the global marketplace with confidence and competence.
- Being able to think, talk, write, and speak about what's being learned is crucial to becoming the self-directed learner demanded for success in college and the world of work. From kindergarten through the 12th grade, University Prep Schools students present public exhibitions of their work several times each year.
- An emphasis on staff development that focuses on effective teaching and learning strategies and continuous improvement. Opportunities for reflection, team critique and data analysis are built into our model. Staff development also is an opportunity for student monitoring and real-time intervention. University Prep Schools use multiple measures that include state achievement tests, the Measures of Academic Progress, ACT practice tests, and a wide variety of classroom-based and building-based assessments to monitor student achievement. The results of these measures are reviewed continuously throughout each school year, and used to identify students needing supplementary instruction. All University Prep Schools have designed robust supplementary instructional programs that offer additional learning opportunities within the school day, after school, and throughout the summer.

Rev. Dated October 31, 2012

For the middle schools:

- Average daily attendance rate for students shall be at least 90% for each school year.
- Eighth graders will score within 10 percent of the state average in reading and math on the state exam, currently the MEAP, and outperform selected districts serving students from comparable demographic backgrounds.
- The middle schools in the University Prep Schools system will administer the Explore—or the actual ACT—to prepare students for success on the high stakes exam.
- Re-enrollment rates shall result in at least 75% of eligible eighth grade students entering the high schools upon graduation from the middle schools each year (students who migrate from middle schools, students who move to other high performing schools as defined by MDE, and students who move out of the area are included in the percentage).
- University Prep Schools will meet whatever metric the state determines will replace Adequate Yearly Progress (AYP).

For the elementary schools:

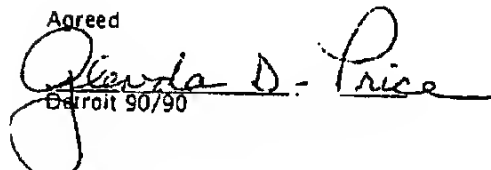
- Each year, at least 90% of the eligible fifth graders will enter the middle schools the following fall.
- 75% of the sixth graders entering the middle schools who attended the elementary schools since kindergarten will read at or above grade level.
- Average daily attendance rate for students shall be at least 90% for each school year.
- University Prep Schools will meet whatever metric the state determines will replace Adequate Yearly Progress (AYP).

Detroit 90/90 Mandatory Reporting Requirements

For all schools:

- Annually, the PSAD Board will be provided certain mandatory reporting data as outlined and in the format as depicted in attached Exhibit. This data and the reports are to be provided by October 31st of each school year.

Agreed


Glenda D. Price
Detroit 90/90

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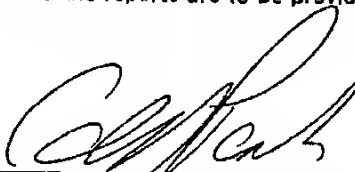

Public School Academies of Detroit

EXHIBIT B.1

1 of 3

PSAD - UPSM Required Reporting - ENROLLMENT SUMMARY

Date of Report: _____

UNIVERSITY PREP SCIENCE AND MATH DISTRICT				
SUMMARY ENROLLMENT DATA	K-5 - FALL 2013	Middle School	High School	Total

LAST YEAR at 5/3/12

ORIGINAL BUDGET

DASHBOARD REPORT - PSAD BOARD MTG 9/25/12

ENROLLMENT COUNT DAY 10/3/12

ENROLLMENT BY :				
GRADE - COUNT	K-5 - FALL 2013	Middle School	High School	Total
DAY 10/3/12				

K				
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
TOTAL				

Individual Classroom Student Size - COUNT DAY Fall 2013					
GRADE	K-5 - Fall 2013	K-5 - Fall 2013	K-5 - Fall 2013	K-5 - Fall 2013	Total for K-5 - Fall 2013

K					
1					
2					
3					
4					
5					
TOTAL					

NOTE: FOR Middle School and High School - Submit report named "Count of Studentid" generated through PowerSchool, by Detroit 90/90 Central Office Staff.

PSAD - UPSM Required Reporting - GRADE TO GRADE TEACHER ATTRITION				
UNIVERSITY PREP SCIENCE AND MATH DISTRICT				
Building	# of Teachers @ end of 2011-12 school year	# of Teachers that left UPA	# of new Teachers hired	# of Teachers at start of school - Fall 2012

K-5 -Fall 2013

Middle School

High School

TOTAL

Type of Employee	Number @ end of 2011-12 school year	Number that left UPA	# of new hires	Number at start of school - Fall 2012
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Principal

Team Leaders

Special Education

Specialists

Counselors

Other Teaching

Other

TOTAL

The undersigned execute this Agreement as of the date set forth above.

**PUBLIC SCHOOL ACADEMIES OF
DETROIT**, a Michigan nonprofit corporation

By: 

Edward Parks, President

DETROIT 90/90, a Michigan nonprofit
corporation

By: 

Dr. Glenda Price, President

BLOOMFIELD 38030-2 1.222807v1

Section 3. Compliance with the Contract. Detroit 90/90 agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with PSAD's obligations under the Contract issued by the Authorizer. The provisions of the PSAD's Contract shall supersede any competing or conflicting provisions in this Agreement.

Section 4. Relationship of the Parties. Detroit 90/90 is not a division or any part of PSAD. PSAD is not a division or any part of Detroit 90/90 and is a separate corporate and governmental entity authorized under the Code. The relationship between the parties was developed and entered into through arms-length negotiation and is based solely on the terms of this Agreement.

Section 5. Detroit 90/90 as Independent Contractor; Agency. In the performance of Services under this Agreement, Detroit 90/90 (its officers, directors, employees, and designated agents) shall be regarded at all times as performing services as independent contractors of PSAD. No agent or employee of Detroit 90/90 shall be determined to be an agent or employee of PSAD, except as expressly acknowledged, if at all, in writing, by PSAD. Notwithstanding the foregoing, Detroit 90/90 and its staff are designated as agents of PSAD for the limited purpose of allowing them access to educational records under the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g), during the Term of this Agreement (defined below).

During the Term of this Agreement, PSAD may disclose confidential data and information to Detroit 90/90, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Individual with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the American with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d - 13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

Detroit 90/90 will be solely responsible for its acts, the acts of its agents, employees, and those subcontractors who are contracted through Detroit 90/90.

Section 6. No Related Parties or Common Control. The parties agree that none of the voting power of the governing body of PSAD or the Board will be vested in Detroit 90/90 or its directors, members, managers, officers, shareholders, or employees. Further, PSAD and Detroit 90/90 are not, and shall not become: (a) members of the same controlled group, as that term is defined in the Internal Revenue Code of 1986, as amended (the "IRS Code"); or (b) related persons, as that term is defined in the IRS Code.

Section 7. Teachers. Teachers or staff employed or retained by Detroit 90/90 shall not be considered employees of PSAD or teachers for purposes of continuing tenure under MCL 38.71 et seq.

Section 8. Chief Executive Officer. Detroit 90/90 shall identify and retain a Chief Executive Officer ("CEO") for UPA. PSAD and Detroit 90/90 understand that they will also

principals, agents or others under its employ, who are currently working to enter into a non-compete provision or agreement.

ARTICLE II

Term

This Agreement shall be effective for a three (3) year period beginning July 1, 2012 and ending June 30, 2015 (the "Term"), subject to earlier termination under Article VI.

ARTICLE III

Obligations of the Academy

Section 1. Good Faith Obligation. PSAD shall exercise good faith in considering recommendations by Detroit 90/90 relative to the Educational Program.

Section 2. PSAD Funds. The Board shall determine the depository of all funds received by PSAD including, but not limited to, the State School Aid and any Additional Revenue. All funds received by PSAD shall be deposited in PSAD's depository account. Signatories on the depository account shall be members of the Board or properly designated Board agents, which may include employees or agents of Detroit 90/90. All interest or investment earnings on PSAD deposits shall accrue to PSAD.

Section 3. Building Facilities. PSAD shall provide reasonable access, at no cost, to the Building Facilities as described in the Contract to Detroit 90/90 for the provision of Services and the Educational Program.

ARTICLE IV

Compensation and Reimbursement of Costs

Section 1. Compensation for Services. During the first year of the Term of this Agreement, the Board shall pay Detroit 90/90 an annual fee equal to eleven and two tenths percent (11.2%) of the total aid received by PSAD attributed to UPA from the state of Michigan, pursuant to the State School Aid Act of 1979, as amended, for the particular number of students enrolled in PSAD after deduction of the fee payable to Grand Valley State University pursuant to PSAD's Charter Contract (the "Fee"). Detroit 90/90 shall receive the Fee in twelve (12) installments of approximately equal monthly amounts beginning in July of each academic year and ending in the following June.

The parties agree that the Fee amount is reasonable compensation for the provision of the Services and Detroit 90/90's incurring of non-reimbursable expenses of the types and classifications, and in the amounts, set forth in Schedule A (the "Fee Budget"), as adjusted for each year of the Term. PSAD and Detroit 90/90 agree to make adjustments to the Fee as necessary because of factors such as differences in actual and projected enrollments, differences between actual and projected operating expenses and funding changes mandated by federal, state or municipal sources. At no time shall the Fee be less than \$850,000.00 annually or greater than \$1,700,000.00 annually. The Fee shall be Detroit 90/90's sole compensation under this Agreement. For each subsequent year of the Term of this Agreement, the Fee shall change based

If desired, PSAD may advance funds to Detroit 90/90 for such costs before such costs are incurred (rather than reimburse Detroit 90/90 after the expense is incurred). Detroit 90/90 shall provide to PSAD or the Board proper documentation and accounting of any advanced funds or reimbursement, and such accounting shall be periodically ratified by PSAD.

All items acquired with PSAD funds including, but not limited to, instructional materials, equipment, supplies, furniture, computers, and all other technology, shall be owned by and remain the property of PSAD.

Detroit 90/90 shall not obligate PSAD to any loan, financing arrangement, or lease whether or not in Detroit 90/90's name for the benefit of PSAD without the prior written approval of PSAD and in accordance with the Contract.

Section 3. Review of Budget. Detroit 90/90 shall timely prepare and propose an annual budget and all appropriate amendments in accordance with applicable law for UPA and the Board's review and consideration.

Section 4. Procurement Policies. The Board retains the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment to PSAD. Unless otherwise prohibited by law, Detroit 90/90 shall directly procure all supplies, materials, and equipment provided that Detroit 90/90 complies with Section 1274 of the Code, and the Board's written policies promulgated thereunder related to such items.

ARTICLE V

Proprietary Information

Section 1. PSAD's Rights to Curriculum and Educational Materials. PSAD shall own, without restriction, all proprietary rights to curriculum and educational materials used at UPA, including but not limited to such materials developed during the Term or paid for with PSAD funds.

Section 2. Detroit 90/90's Rights to Curriculum and Educational Materials. Detroit 90/90 shall own, without restriction, all curriculum and educational materials, and all other proprietary information owned by, developed by or otherwise in the possession of Detroit 90/90, except as set forth in this Article.

Section 3. Non-Disclosure of Proprietary Information; Remedy for Breach. Except as specifically required by the Code or the Michigan Freedom of Information Act, the proprietary information and materials of either party shall be held in strict confidence by the other party to this Agreement.

ARTICLE VI

Termination

Section 1. Termination by Detroit 90/90. Detroit 90/90 may terminate this Agreement before the end of the Term in the event PSAD fails to remedy a material breach within the required time frames below. A material breach includes, but is not limited to, (a)

Section 3. Revocation or Termination of Contract. If the Contract, as it relates to UPA only, issued by the Authorizer is revoked or terminated or a new charter contract is not issued or obtained, this Agreement shall automatically terminate on the same date as the Contract is revoked or terminated without further action of the parties, provided, however, that this Agreement will continue to remain in effect until the termination date set forth in Article II if (i) PSAD has entered into a subsequent contract with an authorizing body, and (ii) this Agreement has not been terminated pursuant to Article VI.

Section 4. Change in Law. If any federal, state or local law or regulation, or court or administrative decision, or attorney general's opinion (collectively referred to in this Agreement as the "applicable laws") has a substantial and material adverse impact (as reasonably determined by the party suffering the impact) on the ability of the impacted party to carry out its obligations under this Agreement, then the impacted party, upon written notice, may request a renegotiation of this Agreement. If the parties are unable or unwilling to successfully renegotiate the terms of this Agreement within ninety (90) days after the notice, and after making good faith efforts which shall include, but not be limited to, the use of a third party arbitrator and/or alternative dispute resolution process, the impacted party may terminate this Agreement as of the end of the then-current academic year.

Section 5. Transition. In the event of any termination or expiration of this Agreement, Detroit 90/90 shall provide PSAD reasonable assistance for up to ninety (90) days to assist in the orderly transition away from Detroit 90/90 as the educational management company, or to another educational management company, in whole or in part. Such reasonable assistance shall include but is not limited to the following: Detroit 90/90 shall make staff reasonably available to provide PSAD or Detroit 90/90's successor as educational management company with all information and access to such records and information necessary for the ongoing operation of UPA. Until the expiration of the transition period, Detroit 90/90 shall ensure that PSAD will have timely, reasonable access to all information, systems, electronic databases (including passcodes and electronic keys) necessary to ensure orderly transition including but not limited to the following, to the extent reasonably accessible by Detroit 90/90: all student records; school database and information systems; all free and reduced lunch records/reports; financial and facilities information, vendor subcontracts and other administrative records necessary for school management and operations.

Moreover, after any notice of termination is provided by either party, Detroit 90/90 shall not initiate contact with (i) the parents and legal guardians or students of PSAD directly or indirectly to promote or recruit enrollment for other schools other than PSAD; or (ii) any employee or independent contractor who currently works at or for the educational or administrative operation or management of UPA to hire or retain any employee or independent contractor of a person who currently works at or for the educational or administrative operation or management of UPA.

Moreover, after any notice of termination is provided by either party and until the effective date of termination of this Agreement, Detroit 90/90 shall undertake the following:

1. carry out its obligations under this Agreement in the ordinary course of business;

90/90 and all of its employees, officers, directors, subcontractors and agents, harmless against any and all claims, demands, suits or other forms of liability that may be caused by any negligent or intentional misconduct by PSAD, its officers, directors, employees, subcontractors and agents, or by any failure to act or any omission that causes harm to Detroit 90/90 arising out of this Agreement. In addition, to the extent permitted by law, PSAD shall reimburse Detroit 90/90 for all legal costs and reasonable attorney fees associated with the defense of any such claim, demand or suit. If desired, all or part of the indemnification obligations set forth in this Section 1, may be met by the purchase of insurance by PSAD.

Section 2. Immunities and Limitations. PSAD may assert all privileges; immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

Section 3. Indemnification of PSAD. Detroit 90/90 shall indemnify and save and hold PSAD and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may be caused by any negligent or intentional misconduct by Detroit 90/90, its officers, directors, employees, subcontractors and agents, or by any failure to act or omission by Detroit 90/90 that causes harm to PSAD arising out of this Agreement. In addition, Detroit 90/90 shall reimburse PSAD for all legal costs and reasonable attorney fees associated with the defense of any such claim, demand or suit. If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by Detroit 90/90.

Section 4. Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party, and further that such duty to cooperate is a material part of this Agreement.

Section 5. Indemnification of the Authorizer. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, offices, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, offices, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board of Trustees' approval of PSAD's public school academy application, the University Board's consideration of or issuance of a Contract, PSAD's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by PSAD or Detroit 90/90, or which arises out of the failure of PSAD to perform its obligations under the Contract. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

or UPSM, it shall not operate any other school or third party programs, including but not limited to a pre-K school, a public school, a private school, a public school academy, an urban high school academy, a trade school, or an institution of high learning, without the express written consent of PSAD and the Contract Administrator.

Section 6. Change in Control. Detroit 90/90 represents and warrants that it will not amend its articles of incorporation or bylaws without thirty (30) days written notice to PSAD of the proposed Detroit 90/90 amendment(s) to the articles of incorporation or bylaws. PSAD has ten (30) days to respond to the proposed amendment(s) before the proposed amendment(s) become effective. Detroit 90/90 understands and agrees that any amendments to its articles of incorporation or bylaws will not materially impact Detroit 90/90's ability to fulfill its obligations under this Agreement. Detroit 90/90 will provide PSAD and the Contract Administrator with a listing of its current directors, their board titles and their terms of office as of July 1, 2012. Detroit 90/90 will provide PSAD and the Contract Administrator with timely notice of any director resignations. Prior to the election of any new or replacement directors or appointment changes in board positions, Detroit 90/90 will provide PSAD and the Contract Administrator with timely notice of such pending appointments.

Section 7. Naming Rights and Intellectual Property. Detroit 90/90 represents and warrants that it shall not use, or apply for federal trademark status, UPA or UPSM names or marks or substantially similar names or marks in its operation or management of any other school. This includes but is not limited to "UPA," "University Prep," "University Preparatory," "University Preparatory Academy," "UPA," "UPREP," "Uprep," "University Prep Science & Math," and "UPSM," and Detroit 90/90 shall be prohibited from using any of the following: (i) any name containing "University Preparatory" followed by the word "Academy," the words "Science and "Math" or any name the acronym of which would be "UPA" or "UPSM"; and (ii) any name containing "University Prep" followed by the word "Academy," the words "Science and "Math" or any name the acronym of which would be "UPA" or "UPSM"; and (iii) "UPA", "UPSM" or "UPREP" or "Uprep" in any e-mail domains or web addresses; provided, however, that the term "Uprep" may be used as a shorthand or informal reference in marketing communications. Detroit 90/90

ARTICLE X

Alternative Dispute Resolution

Section 1. Mediation. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall first be discussed informally between the parties. In the event that the parties cannot resolve their dispute, the matter shall be submitted to mediation for resolution in Wayne or Oakland County. Both parties must mutually agree upon the mediator selected and shall participate in all meetings in good faith. The mediation shall be conducted in accordance with the rules of the American Arbitration Association seated in Wayne or Oakland County, Michigan, with such variations as the parties and arbitrators unanimously accept. The parties will share equally in the costs of the mediation including forum fees, expenses and charges of the mediator.

Contract Administrator
P.O. Box 2349
Plymouth, MI 48170

with a copy to:

Peter H. Webster, Esq.
Dickinson Wright PLLC
2600 W. Big Beaver Road, Suite 300
Troy, MI 48064-3312

Detroit 90/90:

Detroit 90/90
c/o President
610 Antoinette Street
Detroit, MI 48202

With a copy to:

Reginald M. Turner
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, MI 48226-3435

Section 5. Assignment. This Agreement shall not be assigned (a) by Detroit 90/90, without prior consent of the Board, in writing, which consent shall not be unreasonably withheld; or (b) by PSAD, without the prior consent of Detroit 90/90, in writing, which consent shall not be unreasonably withheld and in a manner consistent with the Authorizer's educational management company policies.

Section 6. Amendment; Effect of Headings. This Agreement may only be amended in writing, signed by a duly authorized representative of each party and in a manner consistent with the Authorizer's educational management company policies. The underlined headings are included for convenience of the reader, and if the underlined headings are inconsistent with the other text the underlined text shall be disregarded.

Section 7. Tax Exempt Financing. If at any time PSAD determines that it is in the best interests of PSAD to obtain financing that is tax-exempt pursuant to the IRS Code, then the parties agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with Revenue Procedure 97-13. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment referenced above.

Section 8. Waiver. No waiver of any portion of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated in writing.

Section 9. Severability. The invalidity of any portion or term of this Agreement shall not affect the remaining portions or terms of this Agreement. In the event a portion or a term of this Agreement is deemed invalid, the parties shall cooperatively work together to modify the

The undersigned execute this Agreement as of the date set forth above.

**PUBLIC SCHOOL ACADEMIES OF
DETROIT**, a Michigan nonprofit corporation

By 

Edward Parks, President

DETROIT 90/90, a Michigan nonprofit corporation

By 

Dr. Glenda Price, President

4. To the extent permitted under the Code and Contract, and with the approval of the Board, PSAD may charge fees to students for extra services, such as summer and after-school programs, athletics, etc., and charge non-PSAD students who participate in such programs;
 5. All funds, other consideration, or property purchased with such funds, received by PSAD, or Detroit 90/90 on behalf of PSAD, from such other revenue sources (generally, the "Additional Revenue") shall inure to, and be the deemed property of, PSAD.
 6. Detroit 90/90 shall provide bimonthly reports to PSAD regarding any grant requests for applications, grant application or grant administration status relating to grants or grant applications relating to UPA.
- G. Detroit 90/90 may subcontract, with the prior written approval of PSAD, which approval shall not unreasonably be withheld, any and all aspects of the Services, including, but not limited to, food service. However, Detroit 90/90 shall not mark up any costs related to providing the Services.
- H. Detroit 90/90 agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with PSAD's obligations under its Contract issued by Grand Valley State University Board of Trustees. The provisions of PSAD's Contract shall supersede any competing or conflicting provisions contained in this Agreement.
- I. Detroit 90/90 shall timely provide reasonably requested or expected information to the Board on a monthly basis, or upon the Board's reasonable request, to enable the Board to monitor Detroit 90/90's performance under this Agreement.
- J. Detroit 90/90 shall implement pupil performance evaluations consistent with the Educational Program, which permit evaluation of the educational progress of each PSAD student. Detroit 90/90 shall be responsible for and accountable to the Board for the performance of students who attend PSAD and shall meet the educational performance requirements of the Contract and any lease provision entered into by PSAD for the UPA facilities. At a minimum, Detroit 90/90 shall utilize assessment strategies required by the Educational Program and the Authorizer. PSAD and Detroit 90/90 will cooperate in good faith to identify other measures of and goals for students and school performance. Such other measures of and goals for students and school performance shall be initially identified in a signed writing by the parties and the Contract Administrator by September 10, 2012 and shall be included as Schedule B to this Agreement.
- K. Detroit 90/90 shall plan and supervise special education services to students who attend UPA. Detroit 90/90 may subcontract these services if it determines that it is necessary and appropriate for the provision of services to students with special needs, or if instruction cannot be met within UPA's program. Such services shall be provided in a manner that complies with applicable laws.

1. Each health care benefits plan, including, but not limited to, medical, dental, vision, disability, long-term care, or any other type of benefits that would constitute health care services, offered to any employee at the Academy.
2. The PSAD audit report conducted for the most recent fiscal year for which it is available.
3. The bids required under section 5 of the public employee health benefits act, 2007 PA 106, MCL 124.75.
4. The total salary and a description and cost of each fringe benefit included in the compensation package for the superintendent of the district and for each employee of the district whose salary exceeds \$100,000.00.
5. The annual amount spent on dues paid to associations.
6. The annual amount spent on lobbying or lobbying services. As used in this subdivision, "lobbying" means that term as defined in section 5 of 1978 PA 472, MCL 4.415.
7. All of the same information that a school district is required to disclose under section 18(2) of the state school aid act of 1979, MCL 388.1618, for the most recent school fiscal year for which that information is available, and make all of such information available through a link on the UPA website homepage, in a form and manner prescribed by the Michigan Department of Education.

**HUMAN RESOURCES SERVICES
TO BE PROVIDED BY
DETROIT 90/90, LLC**

Q. Detroit 90/90 shall recommend staffing levels, and select, evaluate, assign, discipline and transfer personnel, consistent with applicable laws, and consistent with the parameters adopted and included within the Educational Program.

R. Detroit 90/90 shall provide PSAD with such teachers, qualified in the applicable grade levels and subjects approved by the Board and consistent with the Contract. Detroit 90/90 shall ensure that the curriculum taught by PSAD's teachers is the curriculum set forth in the Contract. Such teachers may also provide instruction at PSAD on a full or part time basis. If assigned to PSAD on a part-time basis, such teachers may also provide instruction at another institution, or other locations approved by Detroit 90/90. Each teacher assigned or retained to PSAD shall hold a valid teaching certificate issued by the State Board of Education under the Code, to the extent required under the Code and all other requirements as established by the Michigan Department of Education, the Authorizer, and state and federal law.

S. Detroit 90/90 shall work to provide PSAD with support staff, qualified in the areas required. The parties anticipate that such support staff may include clerical staff, administrative assistants and director, bookkeeping staff, maintenance personnel, and the like.

T. Detroit 90/90 shall pay its portion of social security, unemployment, and any other taxes required by law to be paid on behalf of its employees assigned to PSAD and hold PSAD harmless from same. Unless required by applicable laws, Detroit 90/90 shall not make payments

SCHEDULE A

See attached.

SCHEDULE B

[insert educational performance goals]

BLOOMFIELD 38030-3 1198057v8

Detroit 90/90 College Ready Goals

- All graduates will have the drive and motivation to achieve their college, career and life goals.
- All graduates will have the focus and self-discipline necessary to follow their life plan and avoid unnecessary distraction.
- All graduates will have the resilience to rebound from difficulties and persist through challenges.
- All graduates will have the confidence to navigate college, know their learning needs and advocate for them.
- All graduates will have the Habits of Work—Collaboration and Citizenship, Organization, Grit and Tenacity,
- Time Management, Self-Management—essential to success and in demand in the workplace.
- All graduates will have significant strong and enduring relationships with caring adults so that they have an anchor and a resource to call upon when they need support.
 - Detroit 90/90 will develop and maintain tracking procedures to assist in measuring college readiness including tracking graduates 2 years in post-secondary education. Such measures will be reported to PSAD on no less than an annual basis.

Detroit 90/90 Performance Metrics

For the high schools:

- 90% of the freshman high school class entering the high schools each year shall graduate within four years as measured by the Michigan Department of Education graduation rate formula. In applying the four year measurement test, a very limited exception will be made for certain students not entering the high school in the ninth grade.
- 90% of the students who graduate each year shall attend college, other post-secondary studies or enlist in the military.
- Average daily attendance rate for students shall be at least 90% for each school year.
- University Prep Schools agree to set a goal of a 21 composite ACT score by the 11th grade administration of the MME. Progress toward that goal will be measured student—by-student using an agreed upon measure of "reasonable growth," such as the ACT's analysis of such.
- At least 90% of the parents of students enrolled in the high schools shall attend the scheduled learning conferences each school year.
- The enrollment of the incoming freshman class for every year for each of UPA and UPSM shall be 100 or more students.

EXHIBIT B.1

1 of 3

PSAD - UPA Required Reporting - ENROLLMENT SUMMARY

Date of Report: _____

UNIVERSITY PREPATORY ACADEMY DISTRICT

SUMMARY ENROLLMENT DATA

K-5 - Ellen
Thompson

K-5 - Mark
Murray

Middle School

High School

Total

LAST YEAR: 5/3/12

ORIGINAL BUDGET

DASHBOARD REPORT PSAD BOARD MTG 9/25/12

ENROLLMENT COUNT DAY 10/3/12

ENROLLMENT BY GRADE - COUNT DAY 10/3/12

K

1

2

3

4

5

6

7

8

9

10

11

12

TOTAL

Individual Classroom Student Size - COUNT DAY 10/3/12

GRADE	K-5 - Ellen Thompson	K-5 - Ellen Thompson	K-5 - Ellen Thompson	K-5 - Ellen Thompson	Total for K-5 - Ellen Thompson	K-5 - Mark Murray	K-5 - Mark Murray	K-5 - Mark Murray	K-5 - Mark Murray	Total for K-5 - Mark Murray	Total for Both K-5's
K											
1											
2											
3											
4											
5											
TOTAL											

NOTE: FOR Middle School and High School - Submit report named "Count of Studentid" generated through PowerSchool, by Detroit 90/90 Central Office Staff.

PSAD - UPA Required Reporting - GRADE TO GRADE TEACHER ATTRITION

UNIVERSITY PREPATORY ACADEMY DISTRICT

Building	# of Teachers @ end of 2011-12 school year	# of Teachers that left UPA	# of new Teachers hired	# of Teachers at start of school - Fall 2012
----------	--	--------------------------------	----------------------------	--

K-5 -Ellen Thompson

K-5 - Mark Murray

Middle School

High School

TOTAL

Type of Employee	Number @ end of 2011-12 school year	Number that left UPA	# of new hires	Number at start of school - Fall 2012
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Principal

Team Leaders

Special Education

Specialists

Counselors

Other Teaching

Other

TOTAL

PSAD - UPSM Required Reporting - GRADE TO GRADE STUDENT ATTRITION											
UNIVERSITY PREP SCIENCE AND MATH DISTRICT											
K-5 - Fall 2013				Middle School				High School			
				ALL SCHOOL BUILDINGS							

GRADE	# of Students @ end of school year - 6/30/13 UPA	# of new students enrolled 10/1/13	# of Students @ end of school year - 6/30/12	# of Students that left UPA	# of new students enrolled 10/3/12	# of Students on Count day 10/3/12 next grade up	# of Students @ end of school year - 6/30/12	# of Students that left UPA	# of new students enrolled 10/3/12	# of Students on Count day 10/3/12 next grade up	# of Students on Count day 10/3/12 next grade up
-------	--	------------------------------------	--	-----------------------------	------------------------------------	--	--	-----------------------------	------------------------------------	--	--

K

1

2

3

4

5

6

7

8

9

10

11

12

TOTAL

FOR SIXTH GRADE BELOW, USE UPSM K-5

FOR EIGHTH GRADE BELOW, USE UPSM Middle School

From 8th grade

From other grades

NOTE: NUMBER OF STUDENTS THAT MATRICULATED TO UPA AND/OR HEA/SCS

Check figures horizontally

INDEPENDENT CONTRACTOR AGREEMENT AMENDMENT

This Independent Contractor Agreement Amendment (the "Amendment") is made effective as of September 10, 2012 by and between **DETROIT 90/90, LLC**, a Michigan nonprofit corporation ("Detroit 90/90") and **THE PUBLIC SCHOOL ACADEMIES OF DETROIT**, a Michigan public school academy (the "PSAD") formed under Part 6c of the Revised School Code, Public Act 451 of 1976 (the "Code"), as amended.

THEREFORE, the parties agree as follows:

PSAD is an urban high school academy organized under the Code. PSAD has been issued a contract (the "Contract") by **GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES** (the "Authorizer") to organize and operate one or more urban high school academies.

PSAD and Detroit 90/90 entered into an Independent Contractor Agreement dated July 1, 2012 (the "UPA-ICA") to deliver systems of educational excellence and services to PSAD and its University Preparatory Academy urban high school academy ("UPA").

PSAD and Detroit 90/90 desire to amend the UPA-ICA.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the UPA-ICA, as follows:

1. Paragraph J of Exhibit A shall be amended by restating the paragraph in its entirety as follows:

Detroit 90/90 shall implement pupil performance evaluations consistent with the Educational Program, which permit evaluation of the educational progress of each PSAD student. Detroit 90/90 shall be responsible for and accountable to the Board for the performance of students who attend PSAD and shall meet the educational performance requirements of the Contract and any lease provision entered into by PSAD for the UPA facilities. At a minimum, Detroit 90/90 shall utilize assessment strategies required by the Educational Program and the Authorizer. PSAD and Detroit 90/90 will cooperate in good faith to identify other measures of and goals for students and school performance. Such other measures of and goals for students and school performance shall be initially identified in a signed writing by the parties and the Contract Administrator by **November 1, 2012** and shall be included as **Schedule B** to the Independent Contract Agreement.

[Signature Page Follows]

**AMENDED AND RESTATED
MANAGEMENT AGREEMENT
BETWEEN
CREATIVE URBAN EDUCATION
AND
THE PUBLIC SCHOOL ACADEMIES OF DETROIT**

This Amended and Restated Educational Management Company Agreement ("Agreement") is made and entered into as of the 26th day of June, 2010 by and between Creative Urban Education, Inc., a Michigan non-profit corporation ("CUE"), and the Public School Academies of Detroit, a Michigan non-profit corporation (the "PSAD").

The following is a recital of facts underlying this Agreement:

The PSAD is organized to operate urban high school academies in Detroit pursuant to the Michigan Revised School Code, Part 6C (the "Code"). The PSAD has been issued a contract, as defined in the Code (the "Contract"), by the Board of Trustees of Grand Valley State University (the "Authorizer Board") on December 14, 2007, as amended, to organize and operate urban high school academies.

CUE is a nonprofit corporation founded with the purpose of bringing a new model of urban schools to the state of Michigan.

The PSAD and CUE desire to create an enduring educational partnership, whereby the PSAD and CUE will work together to bring educational excellence and innovation to one of the PSAD urban high school academies, The Henry Ford Academy: School for Creative Studies ("HFA:SCS"), based on CUE's school design and capacity to implement a comprehensive educational program.

To pursue this purpose, the parties agree to the management and operation of HFA:SCS.

PSAD and CUE are parties to the Management Agreement and CUE wish to amend and restate the terms of the Management Agreement with the terms below.

Therefore, it is mutually agreed as follows:

**ARTICLE I
CONTRACTING**

A. Authority. The PSAD is authorized by the Authorizer Board to provide provision of educational management services. The PSAD is authorized by the Authorizer Board to organize and operate the academy, and is therefore authorized by the Authorizer Board to carry out the educational program contemplated in this Agreement. Notwithstanding anything to the contrary in this Agreement, the PSAD's Board of Directors ("PSAD Board"), pursuant to the Code and in accordance with

B. Educational Program. Consistent with the Code, the Contract and the HFA:SCS Goals (as defined in Section G of this Article III), the educational program(s) and program(s) of instruction (collectively, the "Educational Program") provided by CUE at the HFA:SCS may be adapted and modified by CUE from time to time, it being understood that an essential principle of this Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that PSAD and CUE are interested in results and not inflexible prescriptions; provided that any modification must be consistent with the Contract and any substantial changes to the Educational Program may require a Contract amendment. The PSAD Board, including its Contract Administrator, shall be consulted before any substantial adaptation or modification to the Educational Program. Where the Code requires PSAD action in connection with the Educational Program, CUE shall advise the PSAD Board, including its Contract Administrator, that such action is required and shall, consistent with the terms of this Agreement, carry out the direction of the PSAD Board.

C. Specific Functions. CUE shall be responsible for the HFA:SCS's management, operation, administration and Education Program. Such functions include, but are not limited to:

1. Implementation and administration of the Educational Program, including the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-and co-curricular activities and programs approved by the PSAD Board;
2. Management of all personnel functions, including professional development for the School Administrator and all instructional personnel and the personnel functions outlined in Article VI;
3. Operation of the Subleased Premises (defined hereafter) and the installation of technology integral to school design;
4. All aspects of the HFA:SCS's business administration, including but not limited to, the administration of HFA:SCS's financial and bank accounts and the transfer of funds from such accounts for the payment of costs as provided in this Agreement until CUE establishes a dedicated bank account pursuant to Article V, Section M; and
5. Any other function necessary or expedient for the HFA:SCS's administration.

D. Subcontracts. CUE reserves the right to subcontract any and all aspects of services it agrees to provide to the HFA:SCS. However, CUE shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with the PSAD Board's prior written approval. Henry Ford Learning Institute ("HFLI") will provide to CUE services related to curriculum, technology, and all other services consistent with HFLI's rights and duties under the Education Network Services Agreement to be executed by CUE and HFLI (the "HFLI Network Services Agreement"). Without limiting CUE's rights under this section, CUE may subcontract to HFLI the development, creation, and modification of curricula, technology and procedures to be recommended for HFA:SCS. The total amount charged by CUE to PSAD for such services and

LLC, a Michigan limited liability company (the "Master Tenant") located at 465-485 West Milwaukee, Detroit Michigan 48202 (the "Building Sublease"). TEF-SIX will also sublease the gymnasium from Master Tenant to be constructed adjacent to the Argonaut Building and CUE will sublease such gymnasium from TEF-SIX (the "Gymnasium Sublease"). The building and gymnasium are collectively referred to as the "Subleased Premises." TEF-SIX is a single member limited liability company whose single member is the Contract Administrator. The Contract Administrator will provide a limited guaranty of TEF-SIX's obligations under the Building Sublease. TEF-SIX will sublease the Subleased Premises to CUE and CUE is obligated, pursuant to Article III, Section N below, to provide the Subleased Premises to the PSAD for the operation of the HFA:SCS's middle school and high school grades.

N. Right of Entry. Pursuant to Article III, Section M, of this Agreement, CUE grants to PSAD and its agents, board members, employees, invitees, and students, unconditional permission for the Term of this Agreement to enter upon and use the Subleased Premises for the operation of the HFA:SCS for all purposes contemplated by the Contract issued by the Authorizer Board, including permission to bring upon the Subleased Premises any and all materials, supplies and furniture required to operate the HFA:SCS, and to conduct educational activities on the Subleased Premises, including without limitation, any and all activities which are principal, ancillary, customary and incidental to operating a public school; provided, however, that if the Gymnasium Sublease terminates before this Agreement terminates, PSAD's right of entry to the gymnasium likewise terminates. CUE shall not charge PSAD any License or Right of Entry Fee. The operation of all school activities shall be done in accordance with all applicable laws, this Agreement, and the Contract.

ARTICLE IV

OBLIGATIONS OF THE PSAD BOARD

The PSAD Board shall exercise good faith in considering the recommendations of CUE including, but not limited to, CUE's recommendations concerning policies, rules, regulations, procedures, curriculum, and budgets.

ARTICLE V

COMPENSATION FOR SERVICES

A. Compensation for Services. PSAD agrees that CUE shall be entitled to an annual fee for services provided each academic year under this Agreement, in accordance with the fee schedule set forth on the attached Exhibit A ("Management Fee"). During any academic year, CUE may irrevocably waive any or all of the Management Fee at its sole option. Payment or waiver of the Management Fee will not preclude the payment of Additional Compensation by PSAD if additional compensation is permitted or specified elsewhere in this Agreement or in any other agreements between the parties. "Additional Compensation" means additional funds paid by PSAD to CUE, or funds collected by PSAD and remitted to CUE, for services or programs conducted by CUE. Additional Compensation does not include funds to cover CUE's costs or expenses in conducting such services or programs, nor does it include the amount of funds collected directly by CUE from users of, or participants in, such services or programs. In no event will the Additional Compensation paid by PSAD to CUE in an academic year exceed 25% of the Management Fee for that same academic year.

that none of the voting power or the governing body of PSAD will be vested in CUE or its directors, members, managers, officers, shareholders and employees, and PSAD and CUE will not be related parties as defined in Treas. Reg. § 1.150-1 (b).

G. Other Revenue Sources. To supplement and enhance the state school aid payments, and improve the quality of education at the HFA:SCS, PSAD and CUE shall endeavor to obtain revenue from other sources. In this regard:

1. PSAD may solicit and receive grants, and donations consistent with the HFA:SCS's mission;
2. PSAD and/or CUE may apply for and receive grant money, in the name of CUE or PSAD;
3. To the extent permitted under the Code and the Contract, CUE may, with the prior approval of the PSAD board, charge and retain fees from (a) HFA:SCS students for extra services such as summer programs and (b) non-HFA:SCS students and others who participate in programs or services provided by CUE. To the extent any such fees are paid directly to PSAD, PSAD will promptly remit such fees to CUE. The amount of such fees remitted by PSAD to CUE, less CUE's costs and expenses in providing the additional programs or services, will be considered Additional Compensation as defined in Paragraph A of this Article; and
4. Except for fees described in paragraph 3 above, all funds received by PSAD or by CUE on PSAD's behalf from such other revenue sources shall inure to and be deemed PSAD's property.

H. Start-up Funds. CUE and the PSAD Board shall, in good faith, work together to identify and agree upon funding sources to be used to cover the HFA:SCS's start-up costs. The parties acknowledge that such costs may include expenses related to the development of a curriculum, technology system and school operations plan; recruiting, selecting and pre-service training of staff members; purchasing of instructional materials and supplies and other materials deemed necessary to initiate the Educational Program. CUE and the PSAD Board agree that start-up costs that are incurred prior to July 1, 2009 will be paid by CUE using funds from the MDF grant received by CUE and PSAD and funds raised by CUE from other sources. If other start-up funds are received by PSAD before July 1, 2009, the PSAD Board must approve the use of such funds for start-up costs. Start-up costs incurred on or after July 1, 2009 will be made a part of the budget submitted for the PSAD Board's approval.

I. Other Public School Academies. PSAD acknowledges that CUE may enter into similar management agreements with other public school academies or traditional public schools in the future. CUE shall separately account for reimbursable expenses incurred on the HFA:SCS's behalf and other public school academies, and only charge PSAD for expenses incurred on the HFA:SCS's behalf. If CUE incurs reimbursable expenses on the HFA:SCS's behalf and other public school academies which are incapable of precise allocation between such academies, the CUE shall allocate such expenses among all such academies, including the

maintained in the CUE HFA:SCS Trust Account. Only CUE agents will be authorized signatories to the CUE HFA:SCS Trust Account, and no PSAD Board agent shall be a signatory to the CUE HFA:SCS Trust Account. PSAD and CUE will coordinate efforts to have funds transferred by wire transfer or other means from the HFA:SCS Accounts to the CUE HFA:SCS Trust Account to enable CUE to draw funds from the CUE HFA:SCS Trust Account to fund school operations consistent with the approved budget as amended. PSAD's payment of the Management Fee and Additional Compensation shall be made to CUE's corporate accounts and not the CUE HFA:SCS Trust Account. The funds held on deposit by CUE in its CUE HFA:SCS Trust Account shall be PSAD property, and CUE shall make the account records for the CUE HFA:SCS Trust Account available immediately on request by PSAD.

ARTICLE VI

PERSONNEL & TRAINING

A. Personnel Responsibility. Subject to the Contract, CUE shall have the sole responsibility and authority to select, hire, evaluate, assign, discipline and transfer personnel, consistent with state and federal law.

B. School Administrator. Because the accountability of CUE to PSAD is an essential foundation of this partnership, and because the responsibility of the School Administrator of the HFA:SCS is critical to its success, CUE will have the authority, consistent with state law, to select and supervise the School Administrator and to hold him or her accountable for the HFA:SCS's success. The employment expectations of the School Administrator, and the duties and compensation of the School Administrator, shall be determined by CUE. The School Administrator and CUE, in turn, will have similar authority to select and hold accountable the teachers and other staff at HFA:SCS.

C. Teachers. CUE shall provide the HFA:SCS with such teachers, qualified in the grade levels and subjects required, as are required by PSAD; provided that the hiring of such teachers will be in accordance with the approved budgeted line item. The curriculum taught by such teachers will be the curriculum agreed upon by the PSAD Board and CUE, consistent with the Contract. Such teachers may, in CUE's discretion, work at the HFA:SCS on a full or part time basis. If assigned to the HFA:SCS on a part time basis, such teachers may also work at other schools operated by CUE in the future. Each teacher assigned to the HFA:SCS shall hold a valid teaching certificate issued by the state board of education under the Code, to the extent required under the Code.

D. Support Staff. CUE shall provide the HFA:SCS with such support staff, qualified in the areas required, as are required by PSAD; provided that the hiring of such support staff will be in accordance with the approved budgeted line item. Such support staff may, in CUE's discretion work at the HFA:SCS on a full or part time basis. If assigned to the HFA:SCS on a part time basis, such support staff may also work at other schools operated by CUE in the future.

E. Training. CUE shall provide training in its methods, curriculum, program, and technology, to all teaching personnel, on a regular and continuous basis. Non-instructional personnel shall receive such training as CUE determines as reasonable and necessary under the circumstances.

ARTICLE IX INDEMNIFICATION

A. Indemnification of PSAD. CUE shall indemnify and save and hold PSAD and all of its employees (if any), officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by CUE with any agreement, covenants, warranties or undertakings of CUE contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of CUE contained in or made pursuant to this Agreement. In addition, CUE shall reimburse PSAD for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to PSAD.

B. Indemnification of CUE. To the extent permitted under applicable law, PSAD shall indemnify and save and hold CUE and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any claim that this Agreement or any part thereof is in violation of law; any noncompliance by PSAD with any agreements, covenants, warranties or undertakings of PSAD contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of PSAD contained in or made pursuant to this Agreement. In addition, PSAD shall reimburse CUE for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to CUE.

C. Inability to Open School. Should either party fail to perform the obligations of this Agreement prior to the beginning of the first academic year contemplated under this Agreement, it shall hold the other harmless for the reasonable expenses incurred by that party in preparing for the opening of school operations, provided that such other party has substantially fulfilled all its obligations necessary to the performance, including but not limited to securing such waivers as may be necessary for CUE to be in operation and approving CUE's recommendation for selection of the HFA:SCS's school personnel.

D. Indemnification for Negligence. Each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which they may incur and which arise out of the negligence of the other party, its trustees, directors, officers, employees, agents, or representatives.

E. Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and

not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the urban high school academy application, the University Board's consideration of or issuance of a Contract, the PSAD's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the PSAD or CUE, or which arise out of the failure of the PSAD to perform its obligations under the Contract issued to the PSAD by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

ARTICLE X **INSURANCE**

A. Insurance Coverage. PSAD shall secure and maintain the normal general liability and umbrella insurance coverage's in the amounts required by the Contract, with CUE listed as an additional insured.

B. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

C. Cooperation. Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

ARTICLE XI **WARRANTIES AND REPRESENTATIONS**

Each party represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

ARTICLE XII **ALTERNATIVE DISPUTE RESOLUTION PROCEDURE**

Any and all disputes between the parties, concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be resolved first, by authorized representatives of PSAD and CUE. Second, if the good faith attempt of the parties to resolve the dispute is unsuccessful, the parties will seek mediation with the selected mediator approved by both parties and costs shared equally. And third, if mediation is unsuccessful or extends beyond ninety days from the parties' initial meeting to resolve the matter, by arbitration, which, at this point shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons, one person selected by the PSAD Board, one person selected by CUE and one person selected by the other

G. Non-Waiver. The failure of a party in exercising any right, power or privilege under this Agreement shall not affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

H. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the state of Michigan.

EXHIBIT A
MANAGEMENT FEE

Year	Annual Management Fee	HFLI Services Agreement Cost Component of the Annual Management Fee
2009-10	\$40,000 plus HFLI Services Agreement Cost Component	\$112,487
2010-11	\$70,000 plus HFLI Services Agreement Cost Component	\$194,750
2011-12	\$85,000 plus HFLI Services Agreement Cost Component	\$245,000
2012-13	\$100,000 plus HFLI Services Agreement Cost Component	\$320,000
2013-14	\$100,000 plus HFLI Services Agreement Cost Component	\$320,000 plus the CPI Adjustment*
2014-15	\$100,000 plus HFLI Services Agreement Cost Component	\$320,000 plus the CPI Adjustment
2015-16	\$100,000 plus HFLI Services Agreement Cost Component	\$320,000 plus the CPI Adjustment
2016-17	\$100,000 plus HFLI Services Agreement Cost Component	\$320,000 plus the CPI Adjustment
2017-18	\$100,000 plus HFLI Services Agreement Cost Component	\$320,000 plus the CPI Adjustment

* "CPI Adjustment" means the product of \$320,000 and a fraction, the numerator of which is the CPI as of September of the school year in question less the CPI as of September 2012, and the denominator of which is the CPI as of September 2012. "CPI" means the Revised Consumer Price Index All Urban Consumers (All Items) for Detroit, Michigan (1982-1984 = 100). Notwithstanding the foregoing, in no event shall the HFLI Services Agreement Cost Component of the Annual Management Fee for any school year be more than 5% greater than the HFLI Services Agreement Cost Component of the Annual Management Fee for the immediately preceding year.

EXHIBIT B

Early Termination Based on Failure to Meet Educational Standards. If (i) CUE fails to meet in any school year during the Term any one or more of the standards relating to its operation of the HFA:SCS located within the Subleased Premises set forth in A, B or C below (those performance standard(s) which CUE fails to meet in such school year are collectively referred to herein as the "Failed Standards"), (ii) TEF-SIX, LLC, within thirty (30) days after it has been determined that CUE failed to meet such Failed Standards, gives CUE written notice that the Building Sublease will terminate if CUE fails to meet in the immediately succeeding school year any of the Failed Standards, and (iii) CUE fails to meet in such subsequent school year any of the Failed Standards (the "Second Failure"), the Building Sublease shall terminate effective as of the end of the school year in which the Second Failure occurs unless TEF-SIX, LLC otherwise revokes such termination:

A. Graduation Rate:

1. 80% of the freshman students entering the high school in the fall of 2009 shall graduate from the high school in June of 2013 or earlier;
2. 83.33% of the freshman students entering the high school in the fall of 2010 shall graduate from the high school in June of 2014 or earlier;
3. 86.67% of the freshman students entering the high school in the fall of 2011 shall graduate from the high school in June of 2015 or earlier;
4. 90% of the freshman students entering the high school in the fall of 2012 shall graduate from the high school in 2016 or earlier; and
5. With respect to any school year following the school year that began in the fall of 2012, either (a) 90% of the freshman students entering the high school in such school year shall graduate from the high school in four (4) years or earlier or (b) the average annual graduation rate (e.g., the percentage of students who graduate from the high school in four years or earlier) for such school year and the two immediately preceding school years is at least 90%;

B. Re-enrollment Rate:

1. For every freshman class subsequent to the class of 2009, the enrollment rate for the following school year and each year thereafter shall be at a rate such that the graduation rates specified in this subsection A above can be mathematically obtained; and

C. Post-Secondary Education Rate:

1. 80% of the graduates of the class of 2013 shall enroll in college or other post-secondary studies;
2. 83.3% of the graduates in the class of 2014 shall enroll in college or other post-secondary studies;



to provide all functions relating to the provision of educational services and the management and operation of the HFA:SCS as further set forth or limited herein.

C. Status of the Parties. CUE is a nonprofit corporation, organized and existing under the laws of the state of Michigan, and is not a division or a part of the PSAD. The PSAD is a nonprofit corporation, organized and existing under the laws of the state of Michigan. Pursuant to Code, the PSAD is a body corporate and governmental agency of the State of Michigan, and is not division or part of CUE. The relationship between CUE and the PSAD is based solely on the terms of this Agreement, and the terms of any other agreements between them. In performing its duties under this Agreement, it is mutually understood and agreed that CUE shall at all times be acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship, partnership or joint venture relationship between the parties.

ARTICLE II

TERM

A. Term. The term of this Agreement (the "Term") shall commence on July 1, 2009 or the corresponding commencement date of the term for HFA:SCS identified in the Contract, whichever is earlier, ("Commencement Date") and end on June 30, 2018, unless earlier terminated or further extended in accordance with this Agreement. For purposes of this Agreement, "academic year" or "school year" shall mean the fiscal year beginning July 1 and ending June 30 of the following year.

B. Renewal. This Agreement will be eligible for renewal at the time the Contract is eligible for renewal. In the event of renewal, the Management Fee will be reviewed and may be revised, subject to the written approval of PSAD and CUE.

ARTICLE III

CUE FUNCTIONS AND RESPONSIBILITIES

A. Responsibility. CUE shall be responsible and accountable to the PSAD Board and its Contract Administrator for the HFA:SCS's administration, operation and performance. On and after the Commencement Date, CUE shall be responsible for the HFA:SCS's day-to-day management and shall undertake such responsibilities in good faith and in the HFA:SCS's best interests. CUE is granted such power and authority on PSAD's behalf that is reasonably necessary or appropriate to perform its obligations under this Agreement, subject to the express limitations stated in this Agreement, the Code, and the Contract. Except as expressly stated herein, the descriptions of CUE's power and authority stated in this Article III are not intended to limit or restrict other powers and authority which may be necessary or appropriate for CUE to perform its obligations under this Agreement. Nothing in this Agreement shall be construed to confer upon CUE authority to act where the Code requires official action by the PSAD Board.

B. Educational Program. Consistent with the Code, the Contract and the HFA:SCS Goals (as defined in Section G of this Article III), the educational program(s) and program(s) of instruction (collectively, the "Educational Program") provided by CUE at the HFA:SCS may be adapted and modified by CUE from time to time, it being understood that an essential principle of this Educational Program is its flexibility, adaptability and capacity to change in the interest of

surcharge, to obtain the right to use the services and technology provided pursuant to the HFLI Network Services Agreement.

E. Placement of Performance. CUE reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, offsite at other CUE locations, unless prohibited by the Code, the Contract, or other applicable law.

F. Student Recruitment. CUE shall be responsible for the recruitment of students subject to the PSAD's recruitment and admission policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.

G. Legal Requirements. The parties acknowledge that the Contract establishes certain educational goals ("HFA:SCS Goals") for the HFA:SCS to achieve and the methods to provide the Educational Program in a manner that will reasonably meet (i) all applicable federal, and state laws and rules and regulations applicable to the HFA:SCS ("Applicable Law"), and (ii) the requirements imposed upon PSAD under the Code and the Contract (unless such requirements are or have been waived) and (iii) the HFA:SCS Goals.

H. Due Process Hearings. CUE shall cooperate with the PSAD Board in meeting PSAD's obligations to provide students with all necessary due process hearings in conformity with Applicable Law, including matters relating to discipline, special education, confidentiality and access to records.

I. Rules & Procedures. CUE shall recommend reasonable rules, regulations and procedures applicable to the HFA:SCS and is authorized and directed to enforce such rules, regulations and procedures that are adopted by the PSAD Board.

J. School Year and School Day. In accordance with the Contract and applicable law, the school year and the school day shall be determined each year by the PSAD Board.

K. Authority. CUE shall have the authority and power necessary to undertake its responsibilities under this Agreement except in the case(s) wherein such power may not be delegated by law.

L. Compliance With Applicable Law and the Contract. In carrying out its responsibilities hereunder, CUE shall observe and comply with, and cooperate with the PSAD Board and its Contract Administrator in complying with the Contract and Applicable Law. CUE agrees to perform its duties and responsibilities under this Agreement in a manner consistent with the PSAD's obligations under the Contract issued by the Authorizer Board. The provisions of the Contract shall supersede any competing or conflicting provisions in this Agreement.

M. Building Facility. It is anticipated that the middle school and high school grades of the HFA:SCS will be located in suites 101, 102, 201, 301 and 401 in a renovated building facility, commonly known as the Argonaut Building, pursuant to a Sublease between TEF-SIX, LLC, a Michigan limited liability company ("TEF-SIX") and Argonaut Building Master Tenant, LLC, a Michigan limited liability company (the "Master Tenant") located at 465-485 West Milwaukee, Detroit Michigan 48202 (the "Building Sublease"). TEF-SIX will also sublease the

B. Reasonable Compensation. PSAD acknowledges and agrees that compensation payable to CUE under this Agreement is reasonable compensation for the services to be rendered by CUE to PSAD under this Agreement. CUE's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the HFA:SCS's operation.

C. Payment of Costs. CUE will be solely responsible for preparing the annual budget and budget amendments thereto for CUE's operation of the HFA:SCS and timely submit the annual budget and amendments to the PSAD Board for consideration and approval. Except as otherwise provided in this Agreement, PSAD shall fully fund the budget, as may be amended, the PSAD Board approves for CUE's operation of the HFA:SCS. In addition to the compensation described in paragraph A of this Article, CUE shall receive reimbursement from PSAD for all costs and expenses incurred and paid by CUE in providing the Educational Services, administrative services and other goods and services pursuant to this Agreement. Such costs include, but are not limited to, salaries for all personnel, curriculum materials, instructional materials, textbooks, library books, computer and other equipment, software, supplies, transportation, special education, building, maintenance, psychological services and medical services, rent and other sums payable pursuant to the Building Sublease and Gymnasium Sublease, and the cost of maintaining, repairing and operating the Subleased Premises. In paying costs and expenses on PSAD's behalf, CUE shall not charge an added fee unless such fee is approved in advance by the PSAD Board and, provided further, that such fees shall be considered Additional Compensation as defined in Paragraph A of this Article. In the event that CUE requests reimbursement under this Agreement for expenses that are not identified in the approved budget, CUE shall timely present invoices to the PSAD Board. Until the PSAD Board approves a CUE reimbursement request under this Agreement for expenses that are not identified in the approved budget, PSAD will have no obligation to pay such reimbursement.

D. Time and Priority of Payment. CUE shall receive its compensation pursuant to Paragraph A of this Article in eleven (11) installments beginning in October of each academic year and ending in August of such academic year. Such installment amounts shall be due and payable within ten (10) days of receipt by PSAD of each of its state school aid payments. Payments due and owing to CUE for invoices submitted pursuant to Paragraph C of this Article and approved by the PSAD Board shall be made by PSAD to CUE on the last day of each month, after PSAD Board approval.

E. PSAD shall satisfy its payment obligation under this Article to CUE in the following order of priority: (1) to reimburse CUE pursuant to Paragraph C of this Article for sums due and owing for previous months; (2) to reimburse CUE pursuant to Paragraph C of this Article for sums due and owing for the current month; (3) to pay CUE pursuant to Paragraph A of this Article for installment payments due and owing for previous months; and (4) to pay CUE pursuant to Paragraph A of this Article for installment payments due and owing for the current month.

F. No Related Parties or Common Control. In interpreting this Agreement and in the provision of the required services, CUE shall not have any role or relationship with PSAD that, in effect, substantially limits PSAD's ability to exercise its rights, including cancellation rights, under this Agreement. As required by PSAD's Articles of Incorporation and Bylaws, the PSAD Board may not include any director, officer or employee of a management company that contracts with PSAD. In furtherance of such restriction it is agreed between PSAD and CUE

HFA:SCS, on a pro rata basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties.

J. Financial and Other Reporting. CUE shall provide PSAD with:

1. A projected annual budget prior to each academic year;
2. Detailed statements of all revenues received, from whatever source, with respect to the HFA:SCS, and detailed statements of all direct expenditures for services rendered to or on the HFA:SCS's behalf, whether incurred on-site or off-site, upon request;
3. Assistance with the annual audits that the PSAD Board must conduct in compliance with state law and regulations showing the manner in which funds are spent at the HFA:SCS;
4. Quarterly detailed reporting of revenues and expenditures in the form of: detailed budget-to-actual and balance sheet;
5. Reports on HFA:SCS operations, finances and student performance, upon request, but not less frequently than four (4) times per year; and
6. Other information on a periodic basis to enable the PSAD Board and the Contract Administrator to monitor CUE's educational performance and the efficiency of its operation of the HFA:SCS.

K. Access to Records. CUE shall keep accurate financial records pertaining to its operation of the HFA:SCS, together with all HFA:SCS financial records prepared by or in the possession of CUE, and retain all such records in accordance with the State Record Retention Policy, Bulletin 522, as amended. CUE and PSAD shall maintain the proper confidentiality of personnel, students and other records as required by law. All HFA:SCS financial records retained by CUE shall be available to either PSAD or the Authorizer Board for inspection and copying upon reasonable request. CUE shall make information concerning the operation and management of the HFA:SCS, including without limitation, the information described in Schedule 6 of the Contract, available to the PSAD as deemed necessary by the PSAD Board in order to enable the PSAD to fully comply with Section 11.16 of the Terms and Conditions of the Contract.

L. Review of Budget. The PSAD Board shall be responsible for reviewing, revising, and approving the HFA:SCS's annual budget proposed by CUE. CUE shall provide the HFA:SCS budget information and other financial reports in a format required by the PSAD Board or its Contract Administrator.

ARTICLE VI **PERSONNEL & TRAINING**

A. Personnel Responsibility. Subject to the Contract, CUE shall have the sole responsibility and authority to select, hire, evaluate, assign, discipline and transfer personnel, consistent with state and federal law.

C. Expiration. Upon expiration of this Agreement at the completion of the Term and where there is no renewal, CUE shall have the right to reclaim any usable property or equipment (e.g., including but not limited to desks, computers, copying machines, fax machines, telephones) that were purchased for the HFA:SCS by CUE at its sole cost or expense. Any usable property or equipment (e.g., including but not limited to desks, computers, copying machines, fax machines, telephones) that were purchased for the HFA:SCS by CUE with PSAD funds (including any state school aid, but excluding Management Fee or Additional Compensation funds) or for which CUE received reimbursement from PSAD shall remain PSAD property.

D. Transition. In the event of termination of this Agreement for any reason by either party or upon revocation of the Contract as provided under Paragraph B before the end of this Agreement's term, CUE shall provide PSAD reasonable assistance for up to 90 days after the termination effective date to assist in the transition. All reasonable costs and expenses incurred by CUE in providing such assistance beyond the termination effective date will be promptly reimbursed by PSAD.

ARTICLE VIII

PROPRIETARY INFORMATION

To the extent permitted by law, PSAD agrees that CUE, or third parties from whom it may license any materials, methods, curriculum, or other content, shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by CUE, its employees, agents or subcontractors, or by any individual working for or supervised by CUE, which is developed during the working hours or during time for which the individual is being paid. CUE, or its licensors, shall have the sole and exclusive right to license such materials for use by other school districts, public school academies, private schools, or customers or to modify and/or sell material to other schools and customers.

ARTICLE IX

INDEMNIFICATION

A. Indemnification of PSAD. CUE shall indemnify and save and hold PSAD and all of its employees (if any), officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by CUE with any agreement, covenants, warranties or undertakings of CUE contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of CUE contained in or made pursuant to this Agreement. In addition, CUE shall reimburse PSAD for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to PSAD.

B. Indemnification of CUE. To the extent permitted under applicable law, PSAD shall indemnify and save and hold CUE and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suite or other forms of liability that may arise out of, or by reason of, any claim that this Agreement or any part thereof is in violation of law; any noncompliance by PSAD with any agreements, covenants, warranties

ARTICLE X **INSURANCE**

A. Insurance Coverage. PSAD shall secure and maintain the normal general liability and umbrella insurance coverage's in the amounts required by the Contract, with CUE listed as an additional insured.

B. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

C. Cooperation. Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

ARTICLE XI **WARRANTIES AND REPRESENTATIONS**

Each party represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

ARTICLE XII **ALTERNATIVE DISPUTE RESOLUTION PROCEDURE**

Any and all disputes between the parties, concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be resolved first, by authorized representatives of PSAD and CUE. Second, if the good faith attempt of the parties to resolve the dispute is unsuccessful, the parties will seek mediation with the selected mediator approved by both parties and costs shared equally. And third, if mediation is unsuccessful or extends beyond ninety days from the parties' initial meeting to resolve the matter, by arbitration, which, at this point shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons, one person selected by the PSAD Board, one person selected by CUE and one person selected by the other two arbitrators. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and arbitrator unanimously accept. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction.

ARTICLE XIII **MISCELLANEOUS**

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between PSAD and CUE on the subject matter hereof.

The parties have executed this Agreement as of the day and year first above written.

CREATIVE URBAN EDUCATION

By: [Signature]
Richard Rogers
Chairman, Board of Directors

Date: Dec 22, 2008

PUBLIC SCHOOL ACADEMIES OF
DETROIT

By: [Signature]
Edward Parks
President, Board of Directors

Date: January 5, 2009

EXHIBIT B

Early Termination Based on Failure to Meet Educational Standards. If (i) CUE fails to meet in any school year during the Term any one or more of the standards relating to its operation of the HFA:SCS located within the Subleased Premises set forth in A, B or C below (those performance standard(s) which CUE fails to meet in such school year are collectively referred to herein as the "Failed Standards"), (ii) TEF-SIX, LLC, within thirty (30) days after it has been determined that CUE failed to meet such Failed Standards, gives CUE written notice that the Building Sublease will terminate if CUE fails to meet in the immediately succeeding school year any of the Failed Standards, and (iii) CUE fails to meet in such subsequent school year any of the Failed Standards (the "Second Failure"), the Building Sublease shall terminate effective as of the end of the school year in which the Second Failure occurs unless TEF-SIX, LLC otherwise revokes such termination:

A. Graduation Rate:

1. 80% of the freshman students entering the high school in the fall of 2009 shall graduate from the high school in June of 2013 or earlier;
2. 83.33% of the freshman students entering the high school in the fall of 2010 shall graduate from the high school in June of 2014 or earlier;
3. 86.67% of the freshman students entering the high school in the fall of 2011 shall graduate from the high school in June of 2015 or earlier;
4. 90% of the freshman students entering the high school in the fall of 2012 shall graduate from the high school in 2016 or earlier; and
5. With respect to any school year following the school year that began in the fall of 2012, either (a) 90% of the freshman students entering the high school in such school year shall graduate from the high school in four (4) years or earlier or (b) the average annual graduation rate (e.g., the percentage of students who graduate from the high school in four years or earlier) for such school year and the two immediately preceding school years is at least 90%;

B. Re-enrollment Rate:

1. For every freshman class subsequent to the class of 2009, the enrollment rate for the following school year and each year thereafter shall be at a rate such that the graduation rates specified in this subsection A above can be mathematically obtained; and

C. Post-Secondary Education Rate:

1. 80% of the graduates of the class of 2013 shall enroll in college or other post-secondary studies;
2. 83.3% of the graduates in the class of 2014 shall enroll in college or other post-secondary studies;

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into as of the 22nd day of April, 2013, by and between **Henry Ford Learning Institute**, a Michigan nonprofit corporation ("HFLI"), and the **Public School Academies of Detroit**, a Michigan nonprofit corporation ("PSAD").

The following is a recital of facts underlying this Agreement:

PSAD is organized to operate urban high school academies pursuant to the Michigan Revised School Code, Part 6C, MCL 380.521 to 380.529 being part of the Revised School Code, Public Act 451 of 1976, as amended (the "Code"). PSAD has been issued a contract, as defined in the Code (the "Contract"), by the Board of Trustees of Grand Valley State University (the "Authorizer Board") on December 14, 2007, as amended, to organize and operate one or more urban high school academies.

HFLI is a Michigan nonprofit corporation organized for educational purposes under section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

PSAD and HFLI desire to enter into an agreement, as defined by MCL 380.523c(2)(c), where by PSAD and HFLI will work together to deliver systems of educational excellence and services to PSAD and its Henry Ford Academy: School for Creative Studies, Elementary 1 ("HFA:SCS E1"), based on the vision for the PSAD's urban high school academies as described in the Contract and HFLI's school design, management principles, and the comprehensive "Educational Program" (defined below). For purposes of this Agreement, the Academy consists of HFA:SCS E1.

Therefore, the parties agree as follows:

ARTICLE I CONTRACTING RELATIONSHIP

A. Authority. PSAD represents that (a) it is authorized by law to contract with an educational management organization for the provision of management and operational services to PSAD, and (b) PSAD has been issued the Contract from the Authorizer to organize and operate one or more urban high school academies. To the extent permitted by law, PSAD authorizes and grants to HFLI, the necessary authority and power to perform under this Agreement.

B. Services; Educational Program. The parties agree that HFLI, to the extent permitted by, and in conformity with, applicable laws, shall provide all labor, materials, and supervision necessary for the provision of comprehensive educational, administrative, management, and instructional services contemplated by this Agreement to PSAD (the "Services") as set forth below and as further set forth in Exhibit A. HFLI shall provide Services to PSAD so PSAD can meet its obligations under the Contract and all other applicable law and to carry out the educational goals, curriculum, method of pupil assessment, admissions, policy and criteria, school calendar and school day schedule, and age and grade range of pupils to be

Education, Inc. ("CUE") respecting the operation of the PSAD Henry Ford Academy; School For Creative Studies High School and Middle School ("HFA:SCS High School") urban high school academy. CUE has retained a chief executive officer ("CEO") through HFLI to serve as the CEO for the HFA:SCS School district. HFA:SCS E1 is a part of the HFA:SCS School District. HFLI shall identify and retain an Executive Director ("ED") to service the HFA:SCS E1. The ED may be the same person as the CEO. HFLI shall not retain a new ED to which the Contract Administrator or PSAD objects. HFLI shall provide thirty (30) days prior written notice to PSAD before it removes the ED, unless the reason for removal relates to a crime for which the ED has been charged or an act of moral turpitude. The parties acknowledge that the initial ED meets the requirements of section 380.1246(1)(a) of the Code. Any successor ED shall hold a valid Michigan school administrator's certificate or be enrolled in a program leading to certification as a school administrator in addition to meeting the continuing education requirements. HFLI will have the authority, consistent with all applicable laws, to supervise the ED and to hold the ED accountable for the success of HFA:SCS E1.

H. Criminal Background Checks. HFLI agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background and criminal conduct checks. HFLI shall require that the results of the criminal background check are received, reviewed, and used (subject to a verification process) by the CEO acting on behalf of PSAD or the Board, only as permitted by law to confirm that the individual does not have a criminal history and to evaluate the qualifications of the individual for his/her assignment.

I. Unprofessional Conduct Checks. HFLI agrees that it will conduct unprofessional conduct checks, in accordance with MCL 380.1230b, before hiring an employee assigned to work at the HFA:SCS E1 worksite.

J. Compliance with Section 523c. On an annual basis, HFLI agrees to provide the PSAD Board, in coordination with CUE and the CEO, with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, PSAD shall make the information available on HFA:SCS website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 523c of the Code, MCL 380.523c shall have the same meaning in this Agreement.

K. The Board. The Board is the governing body with oversight responsibilities over PSAD. The parties acknowledge that throughout this Agreement the term "Board" and the term "PSAD" are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject-matter of the article/section.

L. Availability of Funds. HFLI shall be liable to PSAD for any cost it commits PSAD to without the Board's approval in the event such cost is beyond the amount in PSAD's budget or any amendment thereto. HFLI shall only be required to perform its responsibilities under this Agreement to the extent PSAD has appropriated funds in its budget, as amended.

such services or programs. In no event will the Additional Compensation paid by PSAD to HFLI in an academic year exceed 25% of the Annual Management Fee for that same academic year.

B. Reasonable Compensation. PSAD acknowledges and agrees that compensation payable to HFLI under this Agreement is reasonable compensation for the services to be rendered by HFLI to PSAD under this Agreement

C. Payment of Costs. HFLI will be solely responsible for preparing the annual budget and budget amendments thereto for HFLI's operation of HFA:SCS E1 and timely submit the annual budget and amendments to the PSAD Board for consideration and approval. Except as otherwise provided in this Agreement, PSAD shall fully fund the budget, as may be amended, that the PSAD Board approves for HFLI's operation of HFA:SCS E1. In addition to the compensation described in Paragraph A of this Article, HFLI shall receive reimbursement from PSAD for all costs and expenses incurred and paid by HFLI in providing the Services and other goods and services pursuant to this Agreement. Such costs include, but are not limited to, salaries for all personnel, curriculum materials, instructional materials, textbooks, library books, computer and other equipment, software, supplies, transportation, special education, building, maintenance, psychological services and medical services, rent and other sums, and the cost of maintaining, repairing and operating the HFA:SCS E1 building and facility. In paying costs and expenses on PSAD's behalf, HFLI shall not charge an added fee unless such fee is approved in advance by the PSAD Board and, provided further, that such fees shall be considered Additional Compensation as defined in Paragraph A of this Article. In the event that HFLI requests reimbursement under this Agreement for expenses that are not identified in the approved budget, HFLI shall timely present invoices to the PSAD Board. Until the PSAD Board approves a HFLI reimbursement request under this Agreement for expenses that are not identified in the approved budget, PSAD will have no obligation to pay such reimbursement. The PSAD Board retains the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment to PSAD. Unless otherwise prohibited by law, HFLI shall directly procure all supplies, materials, and equipment provided that HFLI complies with Section 1274 of the Code, and the PSAD Board's written policies promulgated thereunder related to such items.

D. Time of Payment. HFLI shall receive its compensation pursuant to Paragraph A of this Article in eleven (11) installments beginning in October of each academic year and ending in August of such academic year. Such installment amounts shall be due and payable within ten (10) days of receipt by PSAD of each of its state school aid payments. Payments due and owing to HFLI for invoices submitted pursuant to Paragraph C of this Article and approved by the PSAD Board shall be made by PSAD to HFLI within ten (10) days of the PSAD Board's approval.

E. Other Revenue Sources. To supplement and enhance the state school aid payments, and improve the quality of education at HFA:SCS E1, PSAD and HFLI shall endeavor to obtain revenue from other sources. In this regard:

1. PSAD may solicit and receive grants, and donations consistent with HFA:SCS E1's mission;

academies, including providing requested information to CUE and/or PSAD.

4. *Coordinated Reporting.* HFLI agrees to assess, compile and provide all school information and student data required by PSAD, the Authorizer Board, the state of Michigan, the state or federal Department of Education, or any other funding or grant funding sources or administrative agencies, for the purposes of compiling singular reporting data as directed and for review by PSAD. The collection, compilation and presentment of student data shall be conducted in accordance with all Applicable Law including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g; 34 C.F.R. Part 99.

ARTICLE V TERMINATION

A. Termination by HFLI. HFLI may terminate this Agreement before the end of the Term in the event PSAD fails to remedy a material breach within the required time frames below. A material breach includes, but is not limited to, PSAD's failure to timely remit the Fee, all payroll costs, or any reimbursement due to HFLI. PSAD has ten (10) days after notice from HFLI to remedy a breach that involves the advancement of funds for all compensation required for payroll or to reach an agreement with HFLI on the payment of those funds. Termination before the end of the Term shall not relieve PSAD of any financial or other obligations to HFLI outstanding as of the date of termination. The failure by HFLI to (a) declare a breach, (b) place PSAD on notice thereof, or (c) exercise or exert any remedy available to HFLI under this Agreement or applicable laws, shall not be deemed a waiver of HFLI's right and remedies whatsoever.

B. Termination by PSAD. PSAD may terminate this Agreement before the end of the Term in the event that HFLI fails to remedy a material breach within the required time frames below. A material breach includes, but is not limited to:

1. Failure by HFLI to reasonably account for its expenditures;
2. Failure by HFLI to pay PSAD operating expenses as required under this Agreement (provided funds are available);
3. Failure by HFLI to substantially follow policies, procedures, rules, regulations, or curriculum duly adopted by the Board which are not in violation of applicable laws or this Agreement;
4. Failure by HFLI to provide the Services as required by this Agreement; and/or
5. Any action or inaction by HFLI that places the Contract in jeopardy of revocation, suspension or termination, as evidenced by written notification from the Authorizer.

Moreover, during the term of this Agreement, after its expiration, or after any notice of termination is provided by either party, HFLI shall not initiate contact with (i) the parents and legal guardians or students of PSAD directly or indirectly to promote or recruit enrollment for other schools other than PSAD; or (ii) any employee or independent contractor who currently works at or for the educational or administrative operation or management of HFA:SCS EI to hire or retain any employee or independent contractor of a person who currently works at or for the educational or administrative operation or management of HFA:SCS EI.

Moreover, after any notice of termination is provided by either party and until the effective date of termination of this Agreement, HFLI shall undertake the following:

1. carry out its obligations under this Agreement in the ordinary course of business;
2. use its best efforts to maintain its relations and good will with suppliers, customers, landlords, creditors, employees, agents and others having business relationships with it.
3. make no material changes in administrative, operational, or management personnel, including the chief administrative officer, superintendent for HFA:SCS, principals for each of the HFA:SCS schools, or teaching staff without prior written approval of PSAD.
4. use its best efforts not to disturb HFA:SCS's relations and good will with parents, students and the educational community relating to the operation and management of HFA:SCS and otherwise comply with this Agreement;
5. comply with all legal requirements and contractual obligations assigned to it applicable to the operations of HFA:SCS EI;
6. continue in full force and effect all required insurance coverages;
7. cooperate with PSAD in identifying the governmental authorizations or other approvals including but not limited to those regarding HFA:SCS EI facilities, required by PSAD to operate HFA:SCS EI; and
8. prepare and provide to PSAD before the end of the transition period but no sooner than thirty (30) days of the provision of notice of termination, at HFLI's own expense, a draft transition agreement which shall specifically detail transition issues and provide a timeline for addressing each issue.

F. Personal Property upon Termination or Expiration. Upon any termination or the expiration of this Agreement, PSAD may elect (a) to purchase any personal property which has been purchased or leased from a third party solely with HFLI funds, provided such purchase or lease is permitted under the purchase or lease documents relating thereto, at the fair market, depreciated value of such personal property or (b) to return same to HFLI. All personal property purchased or leased by HFLI using PSAD funds shall remain the personal property of PSAD. PSAD shall own, without restriction, all property, tangible and intangible, purchased, licensed, or acquired in any fashion by or for PSAD, or by or with PSAD funds.

demands, suits or other forms of liability that may be caused by any negligent or intentional misconduct by HFLI, its officers, directors, employees, subcontractors and agents, or by any failure to act or omission by HFLI that causes harm to PSAD arising out of this Agreement. In addition, HFLI shall reimburse PSAD for all legal costs and reasonable attorney fees associated with the defense of any such claim, demand or suit. If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by HFLI.

D. Immunities and Limitations. HFLI may assert all privileges, immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

E. Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party, and further that such duty to cooperate is a material part of this Agreement.

F. Indemnification of the Authorizer. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, offices, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, offices, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board of Trustees' approval of PSAD's public school academy application, the University Board's consideration of or issuance of a Contract, PSAD's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by PSAD or HFLI, or which arises out of the failure of PSAD to perform its obligations under the Contract. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

G. Indemnification of The Henry Ford, Ford Motor Company Fund, and The Ford Motor Company. To the extent permitted by law and without waiving any privilege or immunity, PSAD shall defend, indemnify and hold harmless THF, Ford Motor Company Fund, and The Ford Motor Company ("Indemnitees"), from and against any and all claims, damages, judgments, costs, fees and expenses (including reasonable attorney fees) awarded or assessed against Indemnitees, or incurred by Indemnitees, as a result of a third party claim against Indemnitees arising out of or related to conduct of the Academy's operations, its actions relating to this Agreement, the Academy's breach of any representation or warranty, the Academy's failure to perform under this Agreement, acts of omission or commission by the Academy, and acts or events taking place at or in connection with the Academy. Such indemnification includes, without limitation, claims by the Academy and its students, parents, teachers, employees, staff, and contractors.

materially affect HFLI's obligations under this Agreement, or changes in elected members of the HFLI Board of Directors. HFLI represents and warrants that it will provide reasonable prior written notice (and in any event be not less than five (5) days) of changes in appointed members of the HFLI Board of Directors. HFLI represents and warrants that it will give PSAD thirty (30) days prior written notice of any amendments to its bylaws that would materially affect HFLI's obligations under this Agreement.

F. Naming Rights and Intellectual Property. Except as provided below, HFLI represents and warrants that it shall not, use or apply for federal trademark status, for the names "Henry Ford Academy: School for Creative Studies, Elementary 1," "HFA:SCS E1," "HFA:SCS Elementary School," "HFA:SCS," "Henry Ford Academy: School for Creative Studies High School," "HFA:SCS HS," "HFA:SCS High School," "Henry Ford Academy: School for Creative Studies Middle School," "HFA:SCS MS," "HFA:SCS Middle School," including the use in any email domains or web addresses.

The foregoing notwithstanding, HFLI may use the names stated above, in connection with performance of the Services, in connection with any school operated under the Contract, or with the prior written approval of PSAD. The undersigned acknowledge that the trademark "HENRY FORD ACADEMY" (the "Mark") is owned by The Henry Ford, and that any use of said Mark is subject to a license agreement between The Henry Ford and HFLI, dated on or about October 5, 2007. The undersigned further acknowledge that The Henry Ford has the right to enforce its trademark rights in the Mark should HFLI fail to do so after written notice by The Henry Ford. The undersigned further acknowledge that any use of the Mark shall be subject to the terms stated in Exhibit D, and that PSAD's rights to use the names "Henry Ford," "HFA," or "Henry Ford Academy" under this Agreement, shall terminate if HFLI's rights under this Agreement are terminated or if HFLI is no longer involved with HFA:SCS E1.

ARTICLE X ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

A. Mediation. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall first be discussed informally between the parties. In the event that the parties cannot resolve their dispute, the matter shall be submitted to mediation for resolution in Wayne or Oakland County. Both parties must mutually agree upon the mediator selected and shall participate in all meetings in good faith. The mediation shall be conducted in accordance with the rules of the American Arbitration Association seated in Wayne or Oakland County, Michigan, with such variations as the parties and arbitrators unanimously accept. The parties will share equally in the costs of the mediation including forum fees, expenses and charges of the mediator.

B. Arbitration. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters, except for the pursuit of injunctive or equitable relief. Any dispute, difference, or disagreement arising under or related to this Agreement shall be referred to a single arbitrator, mutually agreed upon by the parties, or if no single arbitrator can be agreed upon, an arbitrator shall be selected in accordance with the rules of the American

D. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

E. Entire Agreement. This Agreement is the entire agreement between the parties relating to the Services provided and the compensation to be paid for such Services. This Agreement supersedes and replaces any and all prior written or oral agreements and understandings between PSAD and HFLI on the subject matter hereof.

F. Assignment. This Agreement shall not be assigned (a) by HFLI, without prior consent of the Board, in writing, which consent shall not be unreasonably withheld; or (b) by PSAD, without the prior consent of HFLI, in writing, which consent shall not be unreasonably withheld and in a manner consistent with the Authorizer's educational management company policies.

G. Tax Exempt Financing. If at any time PSAD determines that it is in the best interests of PSAD to obtain financing that is tax-exempt pursuant to the IRS Code, then the parties agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with Revenue Procedure 97-13. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment referenced above.

H. Amendment; Effect of Headings. This Agreement may only be amended in writing, signed by a duly authorized representative of each party and in a manner consistent with the Authorizer's educational management company policies. The underlined headings are included for convenience of the reader, and if the underlined headings are inconsistent with the other text the underlined text shall be disregarded.

I. Non-Waiver. The failure of a party in exercising any right, power or privilege under this Agreement shall not affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

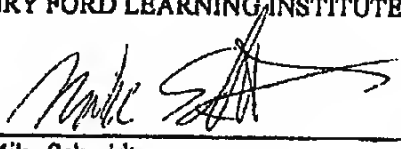
J. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the state of Michigan.

K. No Third Party Rights. This Agreement is made for the sole benefit of PSAD and HFLI. Except as otherwise expressly provided herein, nothing in this Agreement shall create or be deemed to create a relationship between the parties, or either of them individually with any third person, third party beneficiary, fiduciary, or the Authorizer.

L. Survival of Termination. All representations, warranties, indemnities, and non-disclosures/confidentiality obligations made in this Agreement shall survive any termination or expiration of this Agreement without limitation.

The parties have executed this Independent Contractor Agreement as of the day and year first above written.

HENRY FORD LEARNING INSTITUTE

By: 
Mike Schmidt
President, Board of Directors

Date: 4-22-13

PUBLIC SCHOOL ACADEMIES OF
DETROIT

By: 
Edward Parks,
President, Board of Directors

Date: 3-29-13

**EXHIBIT A
TO
INDEPENDENT CONTRACTOR AGREEMENT**

The purpose of this Exhibit A is to set forth and define the Services to be provided by HFLI pursuant to the Agreement.

EDUCATIONAL MANAGEMENT SERVICES TO BE PROVIDED BY HFLI

- A. HFLI shall implement the Educational Program (defined in Article I, Section B of the Agreement). Substantial modification of the Educational Program may only occur with the prior written consent of the Board and, if required, an amendment to the Contract which requires Authorizer approval.
- B. HFLI may perform functions other than instruction, including but not limited to purchasing, professional development and administrative functions off-site (i.e., not on PSAD property), unless prohibited by applicable laws. Student records are the property of PSAD and shall be maintained by HFLI at the corresponding PSAD HFA:SCS's sites.
- C. Although the Board shall be responsible for establishing and implementing recruitment admission policies in accordance with the Educational Program and the Contract, HFLI shall enroll students for PSAD in accordance with such policies provided that the policies are in compliance with the Contract and applicable laws.
- D. HFLI shall provide students due process hearings in compliance with all applicable laws, to an extent consistent with PSAD's own obligations as to students only (and not as to faculty).
- E. HFLI shall administer and provide the Educational Program in a manner which shall meet federal, state and local requirements, the requirements imposed under the Code and the Contract, and all lease provisions entered into by PSAD for the operation of HFA:SCS E1.
- F. In order to supplement and enhance the school aid payments received from the state of Michigan, and improve the quality of education at HFA:SCS E1, HFLI shall assist PSAD's endeavors to obtain revenue from other sources (the "Funding Sources"), and in this regard:
1. PSAD and/or HFLI may solicit grants and donations in the name of PSAD from various Funding Sources consistent with the mission of PSAD in furtherance of the Educational Program;
 2. PSAD and/or HFLI after written notice to PSAD may apply for and receive grant money in the name of PSAD from various Funding Sources in furtherance of the Educational Program;
 3. PSAD and/or HFLI with prior Board approval may apply for and receive grant money in the name of PSAD from various Funding Sources for activities outside of the Educational Program;

M. HFLI shall be responsible for all of the management, operation, administration and education at HFA:SCS E1 which includes, but is not limited to:

1. implementation and administration of the Educational Program, including administration of any and all extra-curricular and co-curricular activities and programs, and the selection and acquisition of instructional materials, equipment and supplies;
2. management of all personnel functions, including professional development for all instructional personnel and the personnel functions outlined in this Agreement;
3. aspects of the business administration (as determined as generally understood in the industry) of HFA:SCS E1 as agreed between HFLI and the Board;
4. any function necessary or expedient for the administration of HFA:SCS E1 consistent with the Educational Program, or otherwise approved by the Board.

N. Except as otherwise provided in this Agreement, HFLI shall keep all student and financial records relating to HFA:SCS E1 at the respective HFA:SCS E1 site, and the same shall be available for public inspection upon reasonable request consistent with applicable laws. All student and financial records will remain the property of PSAD.

O. HFLI shall provide the Board with:

1. a projected annual budget that complies with applicable law before June 1st of each school year, related to the Services in accordance with the Contract and the Educational Program;
2. detailed monthly statements (in a form and as requested by the Board) of all revenues received, from whatever source, with respect to PSAD, and detailed budgets with statements of all direct expenditures (with details) for the Services rendered to or on behalf of PSAD, whether incurred on-site or off-site;
3. facilitate the annual audit in compliance with applicable laws showing the manner in which funds are spent at HFA:SCS E1, however, it is acknowledged that only PSAD shall select and retain auditors and PSAD shall contract directly with any auditor of its choice, and HFLI will cooperate with the production of any and all documents necessary for the audit of HFA:SCS E1. Any such audit and audit materials shall be the property of PSAD; and
4. other information as reasonably requested by the Board to enable the Board to monitor HFLI's performance under the Agreement.

funds for the operation of HFA:SCS E1 ("HFLI HFA:SCS E1 Trust Account"), and no HFLI corporate funds shall be maintained in the HFLI HFA:SCS E1 Trust Account. Only HFLI agents will be authorized signatories to the HFLI HFA:SCS E1 Trust Account, and no PSAD Board agent shall be a signatory to the HFLI HFA:SCS E1 Trust Account. PSAD and HFLI will coordinate efforts to have funds transferred by wire transfer or other means from HFA:SCS E1 Accounts to the HFLI HFA:SCS E1 Trust Account to enable HFLI to draw funds from the HFLI HFA:SCS E1 Trust Account to fund school operations consistent with the approved budget as amended. PSAD's payment of the Annual Management Fee and Additional Compensation shall be made to HFLI's corporate accounts and not the HFLI HFA:SCS E1 Trust Account. The funds held on deposit by HFLI in its HFLI HFA:SCS E1 Trust Account shall be PSAD property, and HFLI shall make the account records for the HFLI HFA:SCS E1 Trust Account available immediately on request by PSAD.

**HUMAN RESOURCES SERVICES
TO BE PROVIDED BY HFLI THROUGH OPTWELVE, INC.
(d/b/a FOCUSED BUSINESS SOLUTIONS)**

S. HFLI shall recommend staffing levels, and select, evaluate, assign, discipline and transfer personnel, consistent with applicable laws, and consistent with the parameters adopted and included within the Educational Program.

T. HFLI shall provide HFA:SCS E1 with such teachers, qualified in the applicable grade levels and subjects approved by the Board and consistent with the Contract. HFLI shall ensure that the curriculum taught by HFA:SCS E1's teachers is the curriculum set forth in the Contract. Such teachers may also provide instruction at HFA:SCS E1 on a full or part time basis. If assigned to HFA:SCS E1 on a part-time basis, such teachers may also provide instruction at another institution, or other locations approved by HFLI. Each teacher assigned or retained to HFA:SCS E1 shall hold a valid teaching certificate issued by the State Board of Education under the Code, to the extent required under the Code and all other requirements as established by the Michigan Department of Education, the Authorizer, and state and federal law.

U. HFLI shall work to provide HFA:SCS E1 with support staff, qualified in the areas required. The parties anticipate that such support staff may include clerical staff, administrative assistants and director, bookkeeping staff, maintenance personnel, and the like.

V. HFLI shall pay its portion of social security, unemployment, and any other taxes required by law to be paid on behalf of its employees assigned to HFA:SCS E1 and hold HFA:SCS E1 harmless from same. Unless required by applicable laws, HFLI shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees.

W. HFLI will be responsible for all necessary employee pension and welfare benefit plan requirements as required by law.

X. HFLI shall conduct criminal background checks and unprofessional conduct checks on its employees that are assigned to HFA:SCS E1 and all subcontractors assigned to regularly and continuously work under contract in HFA:SCS E1 as required by law, as if it were a public school academy under the Code.

EXHIBIT C
PERFORMANCE STANDARDS

Early Termination Based on Failure to Meet Educational Standards. HFLI's failure to meet in any school year during the Term any one or more of the standards relating to its operation of HFA:SCS E1 set forth below, may be a basis for termination of this Agreement.

1. By 2013-2014 school year, 80% of the graduating 5th grade students enter a PSAD tenant school the following Fall; by 2014-2015 school year, 85% of the graduating 5th grade students enter a PSAD tenant school the following Fall; by 2015-2016 school year, 90% of the graduating 5th grade students enter a PSAD tenant school in the following Fall, and continue at the 90% rate thereafter;
2. An average daily attendance rate of 92.5%;
3. The HFA:SCS E1 must meet or exceed each and every the Excellent Schools Detroit criteria (including but not limited to, the student performance, site visit, and survey results) at a level of at least 90% of the allocated points for each category in the Excellent Schools Detroit annual reports card and as follows:
 - (1) By school year 2012-2013 and thereafter, meet or exceed the student performance, based on comparable standardized test scores of the Excellent Schools Detroit "Top to Bottom" score, of the Detroit Public Schools;
 - (2) By school year 2014-2015 and thereafter, meet or exceed the student performance, based on comparable standardized test scores of the Excellent Schools Detroit "Top to Bottom" score, of the state of Michigan overall average;
 - (3) By school year 2014-2015 and thereafter, meet or exceed the point score of 45 (90% of the available 50 points in this category) for the "Top to Bottom" score;
 - (4) By school year 2014-2015 and thereafter, meet or exceed the point score of 18 (90% of the available 20 points in this category) for the site visit outcomes; and
 - (5) By school year 2014-2015 and thereafter, meet or exceed the point score of 18 (90% of the available 20 points in this category) for the survey results.

reputation associated with the Mark, with The Henry Ford, or with HFLI; or (ii) in any manner that may result in liability for PSAD's debts or obligations being imposed on HFLI or THF.

F. Modifications of Model. From time to time HFLI may provide new or different versions of the Mark and make it available for PSAD's use under the same terms and conditions provided in this Agreement. PSAD will be responsible for all costs incurred in implementing such new or different Mark, to the extent it chooses to use it.

G. Mark. Neither PSAD nor HFLI will use or apply to register any trademark that incorporates or includes any part of, is confusingly similar to, or would tend to dilute the Mark, except as expressly authorized herein. PSAD acknowledges that the Mark is unique and original to HFLI and/or THF respectively, and that HFLI and/or THF are the respective owners of the Mark. PSAD will not, at any time after the Effective Date, dispute or contest, directly or indirectly, HFLI's or THF's respective exclusive ownership of the Mark. PSAD acknowledges that its use of the Mark inures to HFLI's and/or THF's benefit respectively, and that PSAD will not acquire any ownership in the Mark arising out of or related to its performance of this Agreement and any licenses granted between them. PSAD acknowledges that it has no claims or rights to the Mark, and PSAD will not, during the Term of this Agreement or at any time thereafter, assert any claim to ownership of the Mark. Anything to the contrary herein notwithstanding, use of the Mark by PSAD inures to the benefit of THF, and THF acquires the goodwill associated with PSAD's use of said Mark. The parties acknowledge that PSAD will have no right to sublicense the Mark.

SCHEDULE 7


CONTRACT ADMINISTRATOR INFORMATION

Pursuant to MCL 380.529, the Thompson Educational Foundation (TEF), the entity that applied for the urban high school charter contract, may undertake any of the following activities in furtherance of the Academy:

1. Participate in the recruiting, interviewing, and nominating process for the Academy board members.
2. Conduct an independent educational review, on a periodic basis, to determine whether the Academy is successful in implementing the educational goals set forth in the contract.
3. Serve as contract administrator between the Academy Board of Directors and any educational management company contracted to operate the urban high school academy.
4. Make recommendations to the University Charter Schools Office and the Academy on how to improve the Academy's operation.

The Academy shall retain all policy-making functions and other legal responsibilities that cannot be delegated by contract or otherwise with respect to its urban high school academies. As the contract administrator between the Academy and the educational management companies of the Academy, TEF may supervise the administrative operations of the urban high school academies, including but not limited to the following:

1. The selection, entering into and terminating contracts with, and monitoring of the educational management companies with respect to the charter schools.
2. The management of the Academy's real property interests.
3. Work with the educational management companies and any advisory committees for the Academy.
4. The coordination and provision of all administrative, budgetary and financial documentation for consideration, review, or approval by the Academy Board.
5. Conduct all activities incidental or necessary to the efficient administration of the Academy as permitted by the MCL 380.521 *et seq.* and Section 501(c)(3) of the Internal Revenue Code.

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6. TEF will report to the Academy Board of Directors on a regular basis, or as requested by the Academy, on its activities conducted pursuant to this Agreement and the results of those activities.
 7. TEF will prepare all materials required by the Academy Board of Directors to perform its duties under charter contract and the Revised School Code, MCL 380. 1 *et seq.*

The executed Contract Administration Agreement and any executed Educational Management Agreement(s) shall be incorporated into this Contract as Schedule 7.

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**AMENDED AND RESTATED
MANAGEMENT AGREEMENT
BETWEEN
CREATIVE URBAN EDUCATION
AND
THE PUBLIC SCHOOL ACADEMIES OF DETROIT**

This Amended and Restated Educational Management Company Agreement ("Agreement") is made and entered into as of the 26th day of June, 2010 by and between Creative Urban Education, Inc., a Michigan non-profit corporation ("CUE"), and the Public School Academies of Detroit, a Michigan non-profit corporation (the "PSAD").

The following is a recital of facts underlying this Agreement:

The PSAD is organized to operate urban high school academies in Detroit pursuant to the Michigan Revised School Code, Part 6C (the "Code"). The PSAD has been issued a contract, as defined in the Code (the "Contract"), by the Board of Trustees of Grand Valley State University (the "Authorizer Board") on December 14, 2007, as amended, to organize and operate urban high school academies.

CUE is a nonprofit corporation founded with the purpose of bringing a new model of urban schools to the state of Michigan.

The PSAD and CUE desire to create an enduring educational partnership, whereby the PSAD and CUE will work together to bring educational excellence and innovation to one of the PSAD urban high school academies, The Henry Ford Academy: School for Creative Studies ("HFA:SCS"), based on CUE's school design and capacity to implement and manage a comprehensive educational program.

To pursue this purpose, the parties desire to implement an arrangement for HFA:SCS's management and operation.

PSAD and CUE are parties to the Management Agreement dated January 9, 2009. PSAD and CUE wish to amend and restate the terms of such Management Agreement in accordance with the terms below.

Therefore, it is mutually agreed as follows:

**ARTICLE I
CONTRACTING RELATIONSHIP**

A. Authority. The PSAD is authorized by law to contract with a private entity for the provision of educational management services. The PSAD further has been granted the Contract by the Authorizer Board to organize and operate an urban high school academy. The PSAD is therefore authorized by the Authorizer Board to supervise and control such academy, and is invested with the powers set forth under the Code to carry out the educational program contemplated in this Agreement. Notwithstanding anything to the contrary in this Agreement, the PSAD's Board of Directors ("PSAD Board"), pursuant to the Code and in accordance with

the Contract, shall be accountable for the HFA:SCS's overall oversight, monitoring and supervision, strategic planning, policies, and budgeting.

B. Contract. The PSAD contracts with CUE, to the extent permitted by law, the Contract, and as otherwise provided in the Contract Administration Agreement dated August 28, 2008 between PSAD and the Thompson Educational Foundation (the "Contract Administrator"), to provide all functions relating to the provision of educational services and the management and operation of the HFA:SCS as further set forth or limited herein.

C. Status of the Parties. CUE is a nonprofit corporation, organized and existing under the laws of the state of Michigan, and is not a division or a part of the PSAD. The PSAD is a nonprofit corporation, organized and existing under the laws of the state of Michigan. Pursuant to Code, the PSAD is a body corporate and governmental agency of the State of Michigan, and is not division or part of CUE. The relationship between CUE and the PSAD is based solely on the terms of this Agreement, and the terms of any other agreements between them. In performing its duties under this Agreement, it is mutually understood and agreed that CUE shall at all times be acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship, partnership or joint venture relationship between the parties.

ARTICLE II

TERM

A. Term. The term of this Agreement (the "Term") shall commence on July 1, 2009 or the corresponding commencement date of the term for HFA:SCS identified in the Contract, whichever is earlier, ("Commencement Date") and end on June 30, 2018, unless earlier terminated or further extended in accordance with this Agreement. For purposes of this Agreement, "academic year" or "school year" shall mean the fiscal year beginning July 1 and ending June 30 of the following year.

B. Renewal. This Agreement will be eligible for renewal at the time the Contract is eligible for renewal. In the event of renewal, the Management Fee will be reviewed and may be revised, subject to the written approval of PSAD and CUE.

ARTICLE III

CUE FUNCTIONS AND RESPONSIBILITIES

A. Responsibility. CUE shall be responsible and accountable to the PSAD Board and its Contract Administrator for the HFA:SCS's administration, operation and performance. On and after the Commencement Date, CUE shall be responsible for the HFA:SCS's day-to-day management and shall undertake such responsibilities in good faith and in the HFA:SCS's best interests. CUE is granted such power and authority on PSAD's behalf that is reasonably necessary or appropriate to perform its obligations under this Agreement, subject to the express limitations stated in this Agreement, the Code, and the Contract. Except as expressly stated herein, the descriptions of CUE's power and authority stated in this Article III are not intended to limit or restrict other powers and authority which may be necessary or appropriate for CUE to perform its obligations under this Agreement. Nothing in this Agreement shall be construed to confer upon CUE authority to act where the Code requires official action by the PSAD Board.

B. Educational Program. Consistent with the Code, the Contract and the HFA:SCS Goals (as defined in Section G of this Article III), the educational program(s) and program(s) of instruction (collectively, the "Educational Program") provided by CUE at the HFA:SCS may be adapted and modified by CUE from time to time, it being understood that an essential principle of this Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that PSAD and CUE are interested in results and not inflexible prescriptions; provided that any modification must be consistent with the Contract and any substantial changes to the Educational Program may require a Contract amendment. The PSAD Board, including its Contract Administrator, shall be consulted before any substantial adaptation or modification to the Educational Program. Where the Code requires PSAD action in connection with the Educational Program, CUE shall advise the PSAD Board, including its Contract Administrator, that such action is required and shall, consistent with the terms of this Agreement, carry out the direction of the PSAD Board.

C. Specific Functions. CUE shall be responsible for the HFA:SCS's management, operation, administration and Education Program. Such functions include, but are not limited to:

1. Implementation and administration of the Educational Program, including the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-and co-curricular activities and programs approved by the PSAD Board;
2. Management of all personnel functions, including professional development for the School Administrator and all instructional personnel and the personnel functions outlined in Article VI;
3. Operation of the Subleased Premises (defined hereafter) and the installation of technology integral to school design;
4. All aspects of the HFA:SCS's business administration, including but not limited to, the administration of HFA:SCS's financial and bank accounts and the transfer of funds from such accounts for the payment of costs as provided in this Agreement until CUE establishes a dedicated bank account pursuant to Article V, Section M; and
5. Any other function necessary or expedient for the HFA:SCS's administration.

D. Subcontracts. CUE reserves the right to subcontract any and all aspects of services it agrees to provide to the HFA:SCS. However, CUE shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with the PSAD Board's prior written approval. Henry Ford Learning Institute ("HFLI") will provide to CUE services related to curriculum, technology, and all other services consistent with HFLI's rights and duties under the Education Network Services Agreement to be executed by CUE and HFLI (the "HFLI Network Services Agreement"). Without limiting CUE's rights under this section, CUE may subcontract to HFLI the development, creation, and modification of curricula, technology and procedures to be recommended for HFA:SCS. The total amount charged by CUE to PSAD for such services and

technology provided pursuant to the HFLI Network Services Agreement is depicted as part of the Management Fee in Exhibit A. CUE acknowledges that PSAD has no privity of contract with HFLI and shall hold PSAD harmless from claims of HFLI regarding the HFLI Network Services Agreement.

E. Placement of Performance. CUE reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, offsite at other CUE locations, unless prohibited by the Code, the Contract, or other applicable law.

F. Student Recruitment. CUE shall be responsible for the recruitment of students subject to the PSAD's recruitment and admission policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.

G. Legal Requirements. The parties acknowledge that the Contract establishes certain educational goals ("HFA:SCS Goals") for the HFA:SCS to achieve and the methods to provide the Educational Program in a manner that will reasonably meet (i) all applicable federal, and state laws and rules and regulations applicable to the HFA:SCS ("Applicable Law"), and (ii) the requirements imposed upon PSAD under the Code and the Contract (unless such requirements are or have been waived) and (iii) the HFA:SCS Goals.

H. Due Process Hearings. CUE shall cooperate with the PSAD Board in meeting PSAD's obligations to provide students with all necessary due process hearings in conformity with Applicable Law, including matters relating to discipline, special education, confidentiality and access to records.

I. Rules & Procedures. CUE shall recommend reasonable rules, regulations and procedures applicable to the HFA:SCS and is authorized and directed to enforce such rules, regulations and procedures that are adopted by the PSAD Board.

J. School Year and School Day. In accordance with the Contract and applicable law, the school year and the school day shall be determined each year by the PSAD Board.

K. Authority. CUE shall have the authority and power necessary to undertake its responsibilities under this Agreement except in the case(s) wherein such power may not be delegated by law.

L. Compliance With Applicable Law and the Contract. In carrying out its responsibilities hereunder, CUE shall observe and comply with, and cooperate with the PSAD Board and its Contract Administrator in complying with the Contract and Applicable Law. CUE agrees to perform its duties and responsibilities under this Agreement in a manner consistent with the PSAD's obligations under the Contract issued by the Authorizer Board. The provisions of the Contract shall supersede any competing or conflicting provisions in this Agreement.

M. Building Facility. It is anticipated that the middle school and high school grades of the HFA:SCS will be located in suites 101, 102, 201, 301 and 401 in a renovated building facility, commonly known as the Argonaut Building, pursuant to a Sublease between TEF-SIX, LLC, a Michigan limited liability company ("TEF-SIX") and Argonaut Building Master Tenant.

LLC, a Michigan limited liability company (the "Master Tenant") located at 465-485 West Milwaukee, Detroit Michigan 48202 (the "Building Sublease"). TEF-SIX will also sublease the gymnasium from Master Tenant to be constructed adjacent to the Argonaut Building and CUE will sublease such gymnasium from TEF-SIX (the "Gymnasium Sublease"). The building and gymnasium are collectively referred to as the "Subleased Premises." TEF-SIX is a single member limited liability company whose single member is the Contract Administrator. The Contract Administrator will provide a limited guaranty of TEF-SIX's obligations under the Building Sublease. TEF-SIX will sublease the Subleased Premises to CUE and CUE is obligated, pursuant to Article III, Section N below, to provide the Subleased Premises to the PSAD for the operation of the HFA:SCS's middle school and high school grades.

N. Right of Entry. Pursuant to Article III, Section M, of this Agreement, CUE grants to PSAD and its agents, board members, employees, invitees, and students, unconditional permission for the Term of this Agreement to enter upon and use the Subleased Premises for the operation of the HFA:SCS for all purposes contemplated by the Contract issued by the Authorizer Board, including permission to bring upon the Subleased Premises any and all materials, supplies and furniture required to operate the HFA:SCS, and to conduct educational activities on the Subleased Premises, including without limitation, any and all activities which are principal, ancillary, customary and incidental to operating a public school; provided, however, that if the Gymnasium Sublease terminates before this Agreement terminates, PSAD's right of entry to the gymnasium likewise terminates. CUE shall not charge PSAD any License or Right of Entry Fee. The operation of all school activities shall be done in accordance with all applicable laws, this Agreement, and the Contract.

ARTICLE IV

OBLIGATIONS OF THE PSAD BOARD

The PSAD Board shall exercise good faith in considering the recommendations of CUE including, but not limited to, CUE's recommendations concerning policies, rules, regulations, procedures, curriculum, and budgets.

ARTICLE V

COMPENSATION FOR SERVICES

A. Compensation for Services. PSAD agrees that CUE shall be entitled to an annual fee for services provided each academic year under this Agreement, in accordance with the fee schedule set forth on the attached Exhibit A ("Management Fee"). During any academic year, CUE may irrevocably waive any or all of the Management Fee at its sole option. Payment or waiver of the Management Fee will not preclude the payment of Additional Compensation by PSAD if additional compensation is permitted or specified elsewhere in this Agreement or in any other agreements between the parties. "Additional Compensation" means additional funds paid by PSAD to CUE, or funds collected by PSAD and remitted to CUE, for services or programs conducted by CUE. Additional Compensation does not include funds to cover CUE's costs or expenses in conducting such services or programs, nor does it include the amount of funds collected directly by CUE from users of, or participants in, such services or programs. In no event will the Additional Compensation paid by PSAD to CUE in an academic year exceed 25% of the Management Fee for that same academic year.

B. Reasonable Compensation. PSAD acknowledges and agrees that compensation payable to CUE under this Agreement is reasonable compensation for the services to be rendered by CUE to PSAD under this Agreement. CUE's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the HFA:SCS's operation.

C. Payment of Costs. CUE will be solely responsible for preparing the annual budget and budget amendments thereto for CUE's operation of the HFA:SCS and timely submit the annual budget and amendments to the PSAD Board for consideration and approval. Except as otherwise provided in this Agreement, PSAD shall fully fund the budget, as may be amended, the PSAD Board approves for CUE's operation of the HFA:SCS. In addition to the compensation described in paragraph A of this Article, CUE shall receive reimbursement from PSAD for all costs and expenses incurred and paid by CUE in providing the Educational Services, administrative services and other goods and services pursuant to this Agreement. Such costs include, but are not limited to, salaries for all personnel, curriculum materials, instructional materials, textbooks, library books, computer and other equipment, software, supplies, transportation, special education, building, maintenance, psychological services and medical services, rent and other sums payable pursuant to the Building Sublease and Gymnasium Sublease, and the cost of maintaining, repairing and operating the Subleased Premises. In paying costs and expenses on PSAD's behalf, CUE shall not charge an added fee unless such fee is approved in advance by the PSAD Board and, provided further, that such fees shall be considered Additional Compensation as defined in Paragraph A of this Article. In the event that CUE requests reimbursement under this Agreement for expenses that are not identified in the approved budget, CUE shall timely present invoices to the PSAD Board. Until the PSAD Board approves a CUE reimbursement request under this Agreement for expenses that are not identified in the approved budget, PSAD will have no obligation to pay such reimbursement.

D. Time of Payment. CUE shall receive its compensation pursuant to Paragraph A of this Article in eleven (11) installments beginning in October of each academic year and ending in August of such academic year. Such installment amounts shall be due and payable within ten (10) days of receipt by PSAD of each of its state school aid payments. Payments due and owing to CUE for invoices submitted pursuant to Paragraph C of this Article and approved by the PSAD Board shall be made by PSAD to CUE on the last day of each month, after PSAD Board approval.

E. Priority of Payment. PSAD shall satisfy its payment obligation under this Article to CUE in the following order of priority: (1) to reimburse CUE pursuant to Paragraph C of this Article for sums due and owing for previous months; (2) to reimburse CUE pursuant to Paragraph C of this Article for sums due and owing for the current month; (3) to pay CUE pursuant to Paragraph A of this Article for installment payments due and owing for previous months; and (4) to pay CUE pursuant to Paragraph A of this Article for installment payments due and owing for the current month.

F. No Related Parties or Common Control. In interpreting this Agreement and in the provision of the required services, CUE shall not have any role or relationship with PSAD that, in effect, substantially limits PSAD's ability to exercise its rights, including cancellation rights, under this Agreement. As required by PSAD's Articles of Incorporation and Bylaws, the PSAD Board may not include any director, officer or employee of a management company that contracts with PSAD. In furtherance of such restriction it is agreed between PSAD and CUE

that none of the voting power or the governing body of PSAD will be vested in CUE or its directors, members, managers, officers, shareholders and employees, and PSAD and CUE will not be related parties as defined in Treas. Reg. § 1.150-1 (b).

G. Other Revenue Sources. To supplement and enhance the state school aid payments, and improve the quality of education at the HFA:SCS, PSAD and CUE shall endeavor to obtain revenue from other sources. In this regard:

1. PSAD may solicit and receive grants, and donations consistent with the HFA:SCS's mission;
2. PSAD and/or CUE may apply for and receive grant money, in the name of CUE or PSAD;
3. To the extent permitted under the Code and the Contract, CUE may, with the prior approval of the PSAD board, charge and retain fees from (a) HFA:SCS students for extra services such as summer programs and (b) non-HFA:SCS students and others who participate in programs or services provided by CUE. To the extent any such fees are paid directly to PSAD, PSAD will promptly remit such fees to CUE. The amount of such fees remitted by PSAD to CUE, less CUE's costs and expenses in providing the additional programs or services, will be considered Additional Compensation as defined in Paragraph A of this Article; and
4. Except for fees described in paragraph 3 above, all funds received by PSAD or by CUE on PSAD's behalf from such other revenue sources shall inure to and be deemed PSAD's property.

H. Start-up Funds. CUE and the PSAD Board shall, in good faith, work together to identify and agree upon funding sources to be used to cover the HFA:SCS's start-up costs. The parties acknowledge that such costs may include expenses related to the development of a curriculum, technology system and school operations plan; recruiting, selecting and pre-service training of staff members; purchasing of instructional materials and supplies and other materials deemed necessary to initiate the Educational Program. CUE and the PSAD Board agree that start-up costs that are incurred prior to July 1, 2009 will be paid by CUE using funds from the MDE grant received by CUE and PSAD and funds raised by CUE from other sources. If other start-up funds are received by PSAD before July 1, 2009, the PSAD Board must approve the use of such funds for start-up costs. Start-up costs incurred on or after July 1, 2009 will be made a part of the budget submitted for the PSAD Board's approval.

I. Other Public School Academies. PSAD acknowledges that CUE may enter into similar management agreements with other public school academies or traditional public schools in the future. CUE shall separately account for reimbursable expenses incurred on the HFA:SCS's behalf and other public school academies, and only charge PSAD for expenses incurred on the HFA:SCS's behalf. If CUE incurs reimbursable expenses on the HFA:SCS's behalf and other public school academies which are incapable of precise allocation between such academies, the CUE shall allocate such expenses among all such academies, including the

HFA:SCS, on a pro rata basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties.

J. Financial and Other Reporting. CUE shall provide PSAD with:

1. A projected annual budget prior to each academic year;
2. Detailed statements of all revenues received, from whatever source, with respect to the HFA:SCS, and detailed statements of all direct expenditures for services rendered to or on the HFA:SCS's behalf, whether incurred on-site or off-site, upon request;
3. Assistance with the annual audits that the PSAD Board must conduct in compliance with state law and regulations showing the manner in which funds are spent at the HFA:SCS;
4. Quarterly detailed reporting of revenues and expenditures in the form of: detailed budget-to-actual and balance sheet;
5. Reports on HFA:SCS operations, finances and student performance, upon request, but not less frequently than four (4) times per year; and
6. Other information on a periodic basis to enable the PSAD Board and the Contract Administrator to monitor CUE's educational performance and the efficiency of its operation of the HFA:SCS.

K. Access to Records. CUE shall keep accurate financial records pertaining to its operation of the HFA:SCS, together with all HFA:SCS financial records prepared by or in the possession of CUE, and retain all such records in accordance with the State Record Retention Policy, Bulletin 522, as amended. CUE and PSAD shall maintain the proper confidentiality of personnel, students and other records as required by law. All HFA:SCS financial records retained by CUE shall be available to either PSAD or the Authorizer Board for inspection and copying upon reasonable request. CUE shall make information concerning the operation and management of the HFA:SCS, including without limitation, the information described in Schedule 6 of the Contract, available to the PSAD as deemed necessary by the PSAD Board in order to enable the PSAD to fully comply with Section 11.16 of the Terms and Conditions of the Contract.

L. Review of Budget. The PSAD Board shall be responsible for reviewing, revising, and approving the HFA:SCS's annual budget proposed by CUE. CUE shall provide the HFA:SCS budget information and other financial reports in a format required by the PSAD Board or its Contract Administrator.

M. Maintenance of Financial Accounts. The PSAD Board shall maintain one or more bank accounts for the receipt of funds from the state of Michigan or otherwise for the operation of the HFA:SCS ("HFA:SCS Accounts"). The PSAD Board shall appoint authorized signatories to HFA:SCS Accounts by board resolution, and no CUE agent shall be a signatory to the HFA:SCS accounts. CUE shall maintain a bank account solely to maintain funds for the operation of HFA:SCS ("CUE HFA:SCS Trust Account"), and no CUE corporate funds shall be

maintained in the CUE HFA:SCS Trust Account. Only CUE agents will be authorized signatories to the CUE HFA:SCS Trust Account, and no PSAD Board agent shall be a signatory to the CUE HFA:SCS Trust Account. PSAD and CUE will coordinate efforts to have funds transferred by wire transfer or other means from the HFA:SCS Accounts to the CUE HFA:SCS Trust Account to enable CUE to draw funds from the CUE HFA:SCS Trust Account to fund school operations consistent with the approved budget as amended. PSAD's payment of the Management Fee and Additional Compensation shall be made to CUE's corporate accounts and not the CUE HFA:SCS Trust Account. The funds held on deposit by CUE in its CUE HFA:SCS Trust Account shall be PSAD property, and CUE shall make the account records for the CUE HFA:SCS Trust Account available immediately on request by PSAD.

ARTICLE VI

PERSONNEL & TRAINING

A. Personnel Responsibility. Subject to the Contract, CUE shall have the sole responsibility and authority to select, hire, evaluate, assign, discipline and transfer personnel, consistent with state and federal law.

B. School Administrator. Because the accountability of CUE to PSAD is an essential foundation of this partnership, and because the responsibility of the School Administrator of the HFA:SCS is critical to its success, CUE will have the authority, consistent with state law, to select and supervise the School Administrator and to hold him or her accountable for the HFA:SCS's success. The employment expectations of the School Administrator, and the duties and compensation of the School Administrator, shall be determined by CUE. The School Administrator and CUE, in turn, will have similar authority to select and hold accountable the teachers and other staff at HFA:SCS.

C. Teachers. CUE shall provide the HFA:SCS with such teachers, qualified in the grade levels and subjects required, as are required by PSAD; provided that the hiring of such teachers will be in accordance with the approved budgeted line item. The curriculum taught by such teachers will be the curriculum agreed upon by the PSAD Board and CUE, consistent with the Contract. Such teachers may, in CUE's discretion, work at the HFA:SCS on a full or part time basis. If assigned to the HFA:SCS on a part time basis, such teachers may also work at other schools operated by CUE in the future. Each teacher assigned to the HFA:SCS shall hold a valid teaching certificate issued by the state board of education under the Code, to the extent required under the Code.

D. Support Staff. CUE shall provide the HFA:SCS with such support staff, qualified in the areas required, as are required by PSAD; provided that the hiring of such support staff will be in accordance with the approved budgeted line item. Such support staff may, in CUE's discretion work at the HFA:SCS on a full or part time basis. If assigned to the HFA:SCS on a part time basis, such support staff may also work at other schools operated by CUE in the future.

E. Training. CUE shall provide training in its methods, curriculum, program, and technology, to all teaching personnel, on a regular and continuous basis. Non-instructional personnel shall receive such training as CUE determines as reasonable and necessary under the circumstances.

ARTICLE VII

TERMINATION OF AGREEMENT

A. Termination by the Parties. Either party may terminate this Agreement at any time without penalty or cause prior to the end of the Term by giving 120 days' written notice of termination to the other party. Unless otherwise agreed by the parties, the termination shall become effective on the day after the last day of the school year, not to extend beyond June 30th, in which the termination notice is given. This Agreement may also be terminated due to the failure to meet the standards set forth in Exhibit B, attached hereto. This Agreement will also be automatically terminated upon the termination of the Building Sublease. If this Agreement is terminated, CUE shall be paid amounts owed or accrued to CUE to complete school operations through the last day of the school year.

B. Termination Upon Revocation of Contract. If the Contract issued by the Authorizer Board is revoked, not reissued or terminated, this Agreement shall automatically terminate on the same date as the Contract is revoked or terminated without further action of the parties.

C. Expiration. Upon expiration of this Agreement at the completion of the Term and where there is no renewal, CUE shall have the right to reclaim any usable property or equipment (e.g., including but not limited to desks, computers, copying machines, fax machines, telephones) that were purchased for the HFA:SCS by CUE at its sole cost or expense. Any usable property or equipment (e.g., including but not limited to desks, computers, copying machines, fax machines, telephones) that were purchased for the HFA:SCS by CUE with PSAD funds (including any state school aid, but excluding Management Fee or Additional Compensation funds) or for which CUE received reimbursement from PSAD shall remain PSAD property.

D. Transition. In the event of termination of this Agreement for any reason by either party or upon revocation of the Contract as provided under Paragraph B before the end of this Agreement's term, CUE shall provide PSAD reasonable assistance for up to 90 days after the termination effective date to assist in the transition. All reasonable costs and expenses incurred by CUE in providing such assistance beyond the termination effective date will be promptly reimbursed by PSAD.

ARTICLE VIII

PROPRIETARY INFORMATION

To the extent permitted by law, PSAD agrees that CUE, or third parties from whom it may license any materials, methods, curriculum, or other content, shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by CUE, its employees, agents or subcontractors, or by any individual working for or supervised by CUE, which is developed during the working hours or during time for which the individual is being paid. CUE, or its licensors, shall have the sole and exclusive right to license such materials for use by other school districts, public school academies, private schools, or customers or to modify and/or sell material to other schools and customers.

ARTICLE IX INDEMNIFICATION

A. Indemnification of PSAD. CUE shall indemnify and save and hold PSAD and all of its employees (if any), officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by CUE with any agreement, covenants, warranties or undertakings of CUE contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of CUE contained in or made pursuant to this Agreement. In addition, CUE shall reimburse PSAD for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to PSAD.

B. Indemnification of CUE. To the extent permitted under applicable law, PSAD shall indemnify and save and hold CUE and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any claim that this Agreement or any part thereof is in violation of law; any noncompliance by PSAD with any agreements, covenants, warranties or undertakings of PSAD contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of PSAD contained in or made pursuant to this Agreement. In addition, PSAD shall reimburse CUE for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to CUE.

C. Inability to Open School. Should either party fail to perform the obligations of this Agreement prior to the beginning of the first academic year contemplated under this Agreement, it shall hold the other harmless for the reasonable expenses incurred by that party in preparing for the opening of school operations, provided that such other party has substantially fulfilled all its obligations necessary to the performance, including but not limited to securing such waivers as may be necessary for CUE to be in operation and approving CUE's recommendation for selection of the HFA:SCS's school personnel.

D. Indemnification for Negligence. Each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which they may incur and which arise out of the negligence of the other party, its trustees, directors, officers, employees, agents, or representatives.

E. Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and

not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the urban high school academy application, the University Board's consideration of or issuance of a Contract, the PSAD's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the PSAD or CUE, or which arise out of the failure of the PSAD to perform its obligations under the Contract issued to the PSAD by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

ARTICLE X **INSURANCE**

A. Insurance Coverage. PSAD shall secure and maintain the normal general liability and umbrella insurance coverage's in the amounts required by the Contract, with CUE listed as an additional insured.

B. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

C. Cooperation. Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

ARTICLE XI **WARRANTIES AND REPRESENTATIONS**

Each party represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

ARTICLE XII **ALTERNATIVE DISPUTE RESOLUTION PROCEDURE**

Any and all disputes between the parties, concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be resolved first, by authorized representatives of PSAD and CUE. Second, if the good faith attempt of the parties to resolve the dispute is unsuccessful, the parties will seek mediation with the selected mediator approved by both parties and costs shared equally. And third, if mediation is unsuccessful or extends beyond ninety days from the parties' initial meeting to resolve the matter, by arbitration, which, at this point shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons, one person selected by the PSAD Board, one person selected by CUE and one person selected by the other

two arbitrators. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and arbitrator unanimously accept. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction.

ARTICLE XIII **MISCELLANEOUS**

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between PSAD and CUE on the subject matter hereof.

B. Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war or act of God.

C. Notices. All notices, demands, requests and consents under this Agreement shall be in writing, shall be delivered to each party and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

If to CUE:

Creative Urban Education
c/o Henry Ford Learning Institute
P.O. Box 1935
20900 Oakwood Blvd.
Dearborn, MI 48121-1935

If to PSAD:

Public School Academies of Detroit Board
600 Antoinette
Detroit, MI 48202

With a copy to:

Public School Academies of Detroit
Contract Administrator
P.O. Box 6349
Plymouth, MI 48170

D. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

E. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

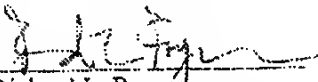
F. Entire Agreement. This Agreement is the entire agreement between the parties relating to the services provided by the parties and the compensation to be paid for such services. This Agreement supersedes any prior written or oral agreements between the parties, including the Management Agreement dated January 9, 2009.

G. Non-Waiver. The failure of a party in exercising any right, power or privilege under this Agreement shall not affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

H. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the state of Michigan.

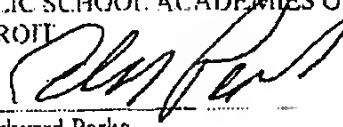
The parties have executed this Agreement as of the day and year first above written.

CREATIVE URBAN EDUCATION

By: 
Richard L. Rogers
Chairman, Board of Directors

Date: 6/22/10

PUBLIC SCHOOL ACADEMIES OF
DETROIT

By: 
Edward Parks
President, Board of Directors

Date: 6/26/10

EXHIBIT A

MANAGEMENT FEE

Year	Annual Management Fee	HFLI Services Agreement Cost Component of the Annual Management Fee
2009-10	\$40,000 plus HFLI Services Agreement Cost Component	\$112,487
2010-11	\$70,000 plus HFLI Services Agreement Cost Component	\$194,750
2011-12	\$85,000 plus HFLI Services Agreement Cost Component	\$245,000
2012-13	\$100,000 plus HFLI Services Agreement Cost Component	\$320,000
2013-14	\$100,000 plus HFLI Services Agreement Cost Component	\$320,000 plus the CPI Adjustment*
2014-15	\$100,000 plus HFLI Services Agreement Cost Component	\$320,000 plus the CPI Adjustment
2015-16	\$100,000 plus HFLI Services Agreement Cost Component	\$320,000 plus the CPI Adjustment
2016-17	\$100,000 plus HFLI Services Agreement Cost Component	\$320,000 plus the CPI Adjustment
2017-18	\$100,000 plus HFLI Services Agreement Cost Component	\$320,000 plus the CPI Adjustment

* "CPI Adjustment" means the product of \$320,000 and a fraction, the numerator of which is the CPI as of September of the school year in question less the CPI as of September 2012, and the denominator of which is the CPI as of September 2012. "CPI" means the Revised Consumer Price Index All Urban Consumers (All Items) for Detroit, Michigan (1982-1984 = 100). Notwithstanding the foregoing, in no event shall the HFLI Services Agreement Cost Component of the Annual Management Fee for any school year be more than 5% greater than the HFLI Services Agreement Cost Component of the Annual Management Fee for the immediately preceding year.

EXHIBIT B

Early Termination Based on Failure to Meet Educational Standards. If (i) CUE fails to meet in any school year during the Term any one or more of the standards relating to its operation of the HFA:SCS located within the Subleased Premises set forth in A, B or C below (those performance standard(s) which CUE fails to meet in such school year are collectively referred to herein as the "Failed Standards"), (ii) TEF-SIX, LLC, within thirty (30) days after it has been determined that CUE failed to meet such Failed Standards, gives CUE written notice that the Building Sublease will terminate if CUE fails to meet in the immediately succeeding school year any of the Failed Standards, and (iii) CUE fails to meet in such subsequent school year any of the Failed Standards (the "Second Failure"), the Building Sublease shall terminate effective as of the end of the school year in which the Second Failure occurs unless TEF-SIX, LLC otherwise revokes such termination:

A. Graduation Rate:

1. 80% of the freshman students entering the high school in the fall of 2009 shall graduate from the high school in June of 2013 or earlier;
2. 83.33% of the freshman students entering the high school in the fall of 2010 shall graduate from the high school in June of 2014 or earlier;
3. 86.67% of the freshman students entering the high school in the fall of 2011 shall graduate from the high school in June of 2015 or earlier;
4. 90% of the freshman students entering the high school in the fall of 2012 shall graduate from the high school in 2016 or earlier; and
5. With respect to any school year following the school year that began in the fall of 2012, either (a) 90% of the freshman students entering the high school in such school year shall graduate from the high school in four (4) years or earlier or (b) the average annual graduation rate (e.g., the percentage of students who graduate from the high school in four years or earlier) for such school year and the two immediately preceding school years is at least 90%;

B. Re-enrollment Rate:

1. For every freshman class subsequent to the class of 2009, the enrollment rate for the following school year and each year thereafter shall be at a rate such that the graduation rates specified in this subsection A above can be mathematically obtained; and

C. Post-Secondary Education Rate:

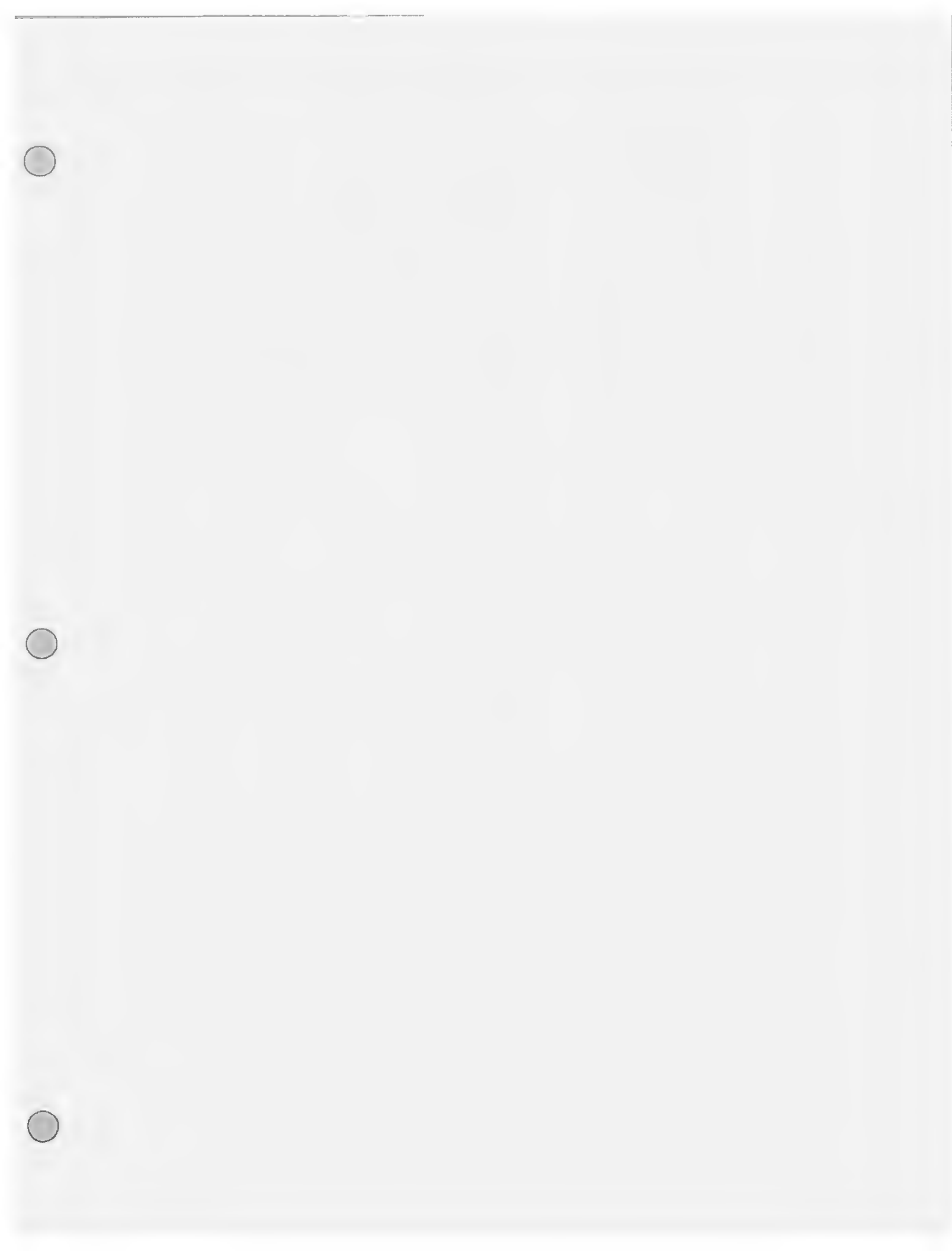
1. 80% of the graduates of the class of 2013 shall enroll in college or other post-secondary studies;
2. 83.3% of the graduates in the class of 2014 shall enroll in college or other post-secondary studies;

3. 86.67% of the graduates of the class of 2015 shall enroll in college or other post-secondary studies;

4. 90% of the graduates of the class of 2016 shall enroll in college or other post-secondary studies; and

5. With respect to the graduates of each class after the class of 2016, either (a) 90% of the graduates of such class shall enroll in college or other post-secondary studies or (b) the average annual percentage of the graduates of such class and the two immediately preceding classes that are enrolled in college or other post-secondary studies is at least 90%.

If (i) the enrollment of any incoming freshman class for any school year during the term of the Building Sublease shall be less than 100 students, (ii) the average daily attendance rate during any school year is less than 90% or (iii) any senior class at the high school shall have an average ACT score of less than 18, then an action plan will be developed by CUE and upon approval by the PSAD Board, will be pursued by CUE. In no event shall the occurrence of any of the events described in (i), (ii) or (iii) of the immediately preceding sentence or the failure to develop or pursue any action plan described above provide a basis for termination under this Agreement. The PSAD Board, the Contract Administrator and CUE shall develop mutually acceptable guidelines for calculating the Graduation, Re-enrollment and Post-Secondary Education Rates.



**MANAGEMENT AGREEMENT
BETWEEN
CREATIVE URBAN EDUCATION
AND
THE PUBLIC SCHOOL ACADEMIES OF DETROIT**

This Educational Management Company Agreement ("Agreement") is made and entered into as of the 9th day of January, 2009 by and between Creative Urban Education, Inc., a Michigan non-profit corporation ("CUE"), and the Public School Academies of Detroit, a Michigan non-profit corporation (the "PSAD").

The following is a recital of facts underlying this Agreement:

The PSAD is organized to operate urban high school academies in Detroit pursuant to the Michigan Revised School Code, Part 6C (the "Code"). The PSAD has issued a contract, as defined in the Code (the "Contract"), by the Board of Trustees of Grand Valley State University (the "Authorizer Board") on December 14, 2007, as amended, to organize and operate urban high school academies.

CUE is a nonprofit corporation founded with the purpose of bringing a new model of urban schools to the state of Michigan.

The PSAD and CUE desire to create an enduring educational partnership, whereby the PSAD and CUE will work together to bring educational excellence and innovation to one of the PSAD urban high school academies, The Henry Ford Academy: School for Creative Studies ("HFA:SCS") based on CUE's school design and capacity to implement and manage a comprehensive educational program.

To pursue this purpose, the parties desire to implement an arrangement for HFA:SCS, an urban high school academy, management and operation.

Therefore, it is mutually agreed as follows:

**ARTICLE I
CONTRACTING RELATIONSHIP**

A. Authority. The PSAD is authorized by law to contract with a private entity for the provision of educational management services. The PSAD further has been granted the Contract by the Authorizer Board to organize and operate an urban high school academy. The PSAD is therefore authorized by the Authorizer Board to supervise and control such academy, and is invested with the powers set forth under the Code to carry out the educational program contemplated in this Agreement. Notwithstanding anything to the contrary in this Agreement, the PSAD's Board of Directors ("PSAD Board"), pursuant to the Code and in accordance with the Contract, shall be accountable for the HFA:SCS's overall oversight, monitoring and supervision; strategic planning; policies; and budgeting.

B. Contract. The PSAD contracts with CUE, to the extent permitted by law, the Contract, and as otherwise provided in the Contract Administration Agreement dated August 28, 2008 between PSAD and the Thompson Educational Foundation (the "Contract Administrator"),

to provide all functions relating to the provision of educational services and the management and operation of the HFA:SCS as further set forth or limited herein.

C. Status of the Parties. CUE is a nonprofit corporation, organized and existing under the laws of the state of Michigan, and is not a division or a part of the PSAD. The PSAD is a nonprofit corporation, organized and existing under the laws of the state of Michigan. Pursuant to Code, the PSAD is a body corporate and governmental agency of the State of Michigan, and is not division or part of CUE. The relationship between CUE and the PSAD is based solely on the terms of this Agreement, and the terms of any other agreements between them. In performing its duties under this Agreement, it is mutually understood and agreed that CUE shall at all times be acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship, partnership or joint venture relationship between the parties.

ARTICLE II

TERM

A. Term. The term of this Agreement (the "Term") shall commence on July 1, 2009 or the corresponding commencement date of the term for HFA:SCS identified in the Contract, whichever is earlier, ("Commencement Date") and end on June 30, 2018, unless earlier terminated or further extended in accordance with this Agreement. For purposes of this Agreement, "academic year" or "school year" shall mean the fiscal year beginning July 1 and ending June 30 of the following year.

B. Renewal. This Agreement will be eligible for renewal at the time the Contract is eligible for renewal. In the event of renewal, the Management Fee will be reviewed and may be revised, subject to the written approval of PSAD and CUE.

ARTICLE III

CUE FUNCTIONS AND RESPONSIBILITIES

A. Responsibility. CUE shall be responsible and accountable to the PSAD Board and its Contract Administrator for the HFA:SCS's administration, operation and performance. On and after the Commencement Date, CUE shall be responsible for the HFA:SCS's day-to-day management and shall undertake such responsibilities in good faith and in the HFA:SCS's best interests. CUE is granted such power and authority on PSAD's behalf that is reasonably necessary or appropriate to perform its obligations under this Agreement, subject to the express limitations stated in this Agreement, the Code, and the Contract. Except as expressly stated herein, the descriptions of CUE's power and authority stated in this Article III are not intended to limit or restrict other powers and authority which may be necessary or appropriate for CUE to perform its obligations under this Agreement. Nothing in this Agreement shall be construed to confer upon CUE authority to act where the Code requires official action by the PSAD Board.

B. Educational Program. Consistent with the Code, the Contract and the HFA:SCS Goals (as defined in Section G of this Article III), the educational program(s) and program(s) of instruction (collectively, the "Educational Program") provided by CUE at the HFA:SCS may be adapted and modified by CUE from time to time, it being understood that an essential principle of this Educational Program is its flexibility, adaptability and capacity to change in the interest of

continuous improvement and efficiency, and that PSAD and CUE are interested in results and not inflexible prescriptions; provided that any modification must be consistent with the Contract and any substantial changes to the Educational Program may require a Contract amendment. The PSAD Board, including its Contract Administrator, shall be consulted before any substantial adaptation or modification to the Educational Program. Where the Code requires PSAD action in connection with the educational program, CUE shall advise the PSAD Board, including its Contract Administrator, that such action is required and shall, consistent with the terms of this Agreement, carry out the direction of the PSAD Board.

C. Specific Functions. CUE shall be responsible for the HFA:SCS's management, operation, administration and Education Program. Such functions include, but are not limited to:

1. Implementation and administration of the Educational Program, including the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-and co-curricular activities and programs approved by the PSAD Board;
2. Management of all personnel functions, including professional development for the School Administrator and all instructional personnel and the personnel functions outlined in Article VI;
3. Operation of the Subleased Premises (defined hereafter) and the installation of technology integral to school design;
4. All aspects of the HFA:SCS's business administration; and
5. Any other function necessary or expedient for the HFA:SCS's administration.

D. Subcontracts. CUE reserves the right to subcontract any and all aspects of services it agrees to provide to the HFA:SCS. However, CUE shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with the PSAD Board's prior written approval. CUE also reserves the right to subcontract to Henry Ford Learning Institute ("HFLI") services related to curriculum, technology, and all other services consistent with HFLI's rights and duties under the Education Network Services Agreement to be executed by CUE and HFLI (the "HFLI Network Services Agreement"). Without limiting CUE's rights under the preceding sentence, CUE may subcontract to HFLI the development, creation, and modification of curricula, technology and procedures to be recommended for HFA:SCS. The total cost for such services and technology provided pursuant to the HFLI Network Services Agreement is the amount equal to (a) four percent, multiplied by (b) the amount of the state school aid received by PSAD for the particular students enrolled in the HFA:SCS less the amount the Authorizer Board receives for its oversight responsibilities as described in the Contract. CUE acknowledges that PSAD has no privity of contract with HFLI and shall hold PSAD harmless from claims of HFLI regarding the HFLI Network Services Agreement. The amount paid by PSAD for such services and technology provided pursuant to the HFLI Network Services Agreement is not a service fee, Management Fee (as herein defined) or Additional Compensation (as herein defined) paid to CUE, but rather payment to reimburse CUE's actual expenses, without any additional fee or

surcharge, to obtain the right to use the services and technology provided pursuant to the HFLI Network Services Agreement.

E. Placement of Performance. CUE reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, offsite at other CUE locations, unless prohibited by the Code, the Contract, or other applicable law.

F. Student Recruitment. CUE shall be responsible for the recruitment of students subject to the PSAD's recruitment and admission policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.

G. Legal Requirements. The parties acknowledge that the Contract establishes certain educational goals ("HFA:SCS Goals") for the HFA:SCS to achieve and the methods to provide the Educational Program in a manner that will reasonably meet (i) all applicable federal, and state laws and rules and regulations applicable to the HFA:SCS ("Applicable Law"), and (ii) the requirements imposed upon PSAD under the Code and the Contract (unless such requirements are or have been waived) and (iii) the HFA:SCS Goals.

H. Due Process Hearings. CUE shall cooperate with the PSAD Board in meeting PSAD's obligations to provide students with all necessary due process hearings in conformity with Applicable Law, including matters relating to discipline, special education, confidentiality and access to records.

I. Rules & Procedures. CUE shall recommend reasonable rules, regulations and procedures applicable to the HFA:SCS and is authorized and directed to enforce such rules, regulations and procedures that are adopted by the PSAD Board.

J. School Year and School Day. In accordance with the Contract and applicable law, the school year and the school day shall be determined each year by the PSAD Board.

K. Authority. CUE shall have the authority and power necessary to undertake its responsibilities under this Agreement except in the case(s) wherein such power may not be delegated by law.

L. Compliance With Applicable Law and the Contract. In carrying out its responsibilities hereunder, CUE shall observe and comply with, and cooperate with the PSAD Board and its Contract Administrator in complying with the Contract and Applicable Law. CUE agrees to perform its duties and responsibilities under this Agreement in a manner consistent with the PSAD's obligations under the Contract issued by the Authorizer Board. The provisions of the Contract shall supersede any competing or conflicting provisions in this Agreement.

M. Building Facility. It is anticipated that the middle school and high school grades of the HFA:SCS will be located in suites 101, 102, 201, 301 and 401 in a renovated building facility, commonly known as the Argonaut Building, pursuant to a Sublease between TEF-SIX, LLC, a Michigan limited liability company ("TEF-SIX") and Argonaut Building Master Tenant, LLC, a Michigan limited liability company (the "Master Tenant") located at 465-485 West Milwaukee, Detroit Michigan 48202 (the "Building Sublease"). TEF-SIX will also sublease the

gymnasium from Master Tenant to be constructed adjacent to the Argonaut Building and CUE will sublease such gymnasium from TEF-SIX (the "Gymnasium Sublease"). The building and gymnasium are collectively referred to as the "Subleased Premises." TEF-SIX is a single member limited liability company whose single member is the Contract Administrator. The Contract Administrator will provide a limited guaranty of TEF-SIX's obligations under the Building Sublease. TEF-SIX will sublease the Subleased Premises to CUE and CUE is obligated, pursuant to Article III, Section N below, to provide the Subleased Premises to the PSAD for the operation of the HFA:SCS's middle school and high school grades.

N. Right of Entry. Pursuant to Article III, Section M, of this Agreement, CUE grants to PSAD and its agents, board members, employees, invitees, and students, unconditional permission for the Term of this Agreement to enter upon and use the Subleased Premises for the operation of the HFA:SCS for all purposes contemplated by the Contract issued by the Authorizer Board, including permission to bring upon the Subleased Premises any and all materials, supplies and furniture required to operate the HFA:SCS, and to conduct educational activities on the Subleased Premises, including without limitation, any and all activities which are principal, ancillary, customary and incidental to operating a public school; provided, however, that if the Gymnasium Sublease terminates before this Agreement terminates, PSAD's right of entry to the gymnasium likewise terminates. CUE shall not charge PSAD any License or Right of Entry Fee. The operation of all school activities shall be done in accordance with all applicable laws, this Agreement, and the Contract.

ARTICLE IV

OBLIGATIONS OF THE PSAD BOARD

The PSAD Board shall exercise good faith in considering the recommendations of CUE including, but not limited to, CUE's recommendations concerning policies, rules, regulations, procedures, curriculum, and budgets.

ARTICLE V

COMPENSATION FOR SERVICES

A. Compensation for Services. PSAD agrees that CUE shall be entitled to an annual fee for services provided each academic year under this Agreement, in accordance with the fee schedule set forth on the attached Exhibit A ("Management Fee"). During any academic year, CUE may irrevocably waive any or all of the Management Fee at its sole option. Payment or waiver of the Management Fee will not preclude the payment of Additional Compensation by PSAD if additional compensation is permitted or specified elsewhere in this Agreement or in any other agreements between the parties. "Additional Compensation" means additional funds paid by PSAD to CUE, or funds collected by PSAD and remitted to CUE, for services or programs conducted by CUE. Additional Compensation does not include funds to cover CUE's costs or expenses in conducting such services or programs, nor does it include the amount of funds collected directly by CUE from users of, or participants in, such services or programs. In no event will the Additional Compensation paid by PSAD to CUE in an academic year exceed 25% of the Management Fee for that same academic year.

B. Reasonable Compensation. PSAD acknowledges and agrees that compensation payable to CUE under this Agreement is reasonable compensation for the services to be rendered by CUE to PSAD under this Agreement. CUE's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the HFA:SCS's operation.

C. Payment of Costs. CUE will be solely responsible for preparing the annual budget and budget amendments thereto for CUE's operation of the HFA:SCS and timely submit the annual budget and amendments to the PSAD Board for consideration and approval. Except as otherwise provided in this Agreement, PSAD shall fully fund the budget, as may be amended, the PSAD Board approves for CUE's operation of the HFA:SCS. In addition to the compensation described in paragraph A of this Article, CUE shall receive reimbursement from PSAD for all costs and expenses incurred and paid by CUE in providing the Educational Services, administrative services and other goods and services pursuant to this Agreement. Such costs include, but are not limited to, salaries for all personnel, curriculum materials, instructional materials, textbooks, library books, computer and other equipment, software, supplies, transportation, special education, building, maintenance, psychological services and medical services, rent and other sums payable pursuant to the Building Sublease and Gymnasium Sublease, and the cost of maintaining, repairing and operating the Subleased Premises. In paying costs and expenses on PSAD's behalf, CUE shall not charge an added fee unless such fee is approved in advance by the PSAD Board and, provided further, that such fees shall be considered Additional Compensation as defined in Paragraph A of this Article. In the event that CUE requests reimbursement under this Agreement for expenses that are not identified in the approved budget, CUE shall timely present invoices to the PSAD Board. Until the PSAD Board approves a CUE reimbursement request under this Agreement for expenses that are not identified in the approved budget, PSAD will have no obligation to pay such reimbursement.

D. Time and Priority of Payment. CUE shall receive its compensation pursuant to Paragraph A of this Article in eleven (11) installments beginning in October of each academic year and ending in August of such academic year. Such installment amounts shall be due and payable within ten (10) days of receipt by PSAD of each of its state school aid payments. Payments due and owing to CUE for invoices submitted pursuant to Paragraph C of this Article and approved by the PSAD Board shall be made by PSAD to CUE on the last day of each month, after PSAD Board approval.

E. PSAD shall satisfy its payment obligation under this Article to CUE in the following order of priority: (1) to reimburse CUE pursuant to Paragraph C of this Article for sums due and owing for previous months; (2) to reimburse CUE pursuant to Paragraph C of this Article for sums due and owing for the current month; (3) to pay CUE pursuant to Paragraph A of this Article for installment payments due and owing for previous months; and (4) to pay CUE pursuant to Paragraph A of this Article for installment payments due and owing for the current month.

F. No Related Parties or Common Control. In interpreting this Agreement and in the provision of the required services, CUE shall not have any role or relationship with PSAD that, in effect, substantially limits PSAD's ability to exercise its rights, including cancellation rights, under this Agreement. As required by PSAD's Articles of Incorporation and Bylaws, the PSAD Board may not include any director, officer or employee of a management company that contracts with PSAD. In furtherance of such restriction it is agreed between PSAD and CUE

that none of the voting power or the governing body of PSAD will be vested in CUE or its directors, members, managers, officers, shareholders and employees, and PSAD and CUE will not be related parties as defined in Treas. Reg. § 1.150-1 (b).

G. Other Revenue Sources. To supplement and enhance the state school aid payments, and improve the quality of education at the HFA:SCS, PSAD and CUE shall endeavor to obtain revenue from other sources. In this regard:

1. PSAD may solicit and receive grants, and donations consistent with the HFA:SCS's mission;
2. PSAD and/or CUE may apply for and receive grant money, in the name of CUE or PSAD;
3. To the extent permitted under the Code and the Contract, CUE may, with the prior approval of the PSAD board, charge and retain fees from (a) HFA:SCS students for extra services such as summer programs and (b) non-HFA:SCS students and others who participate in programs or services provided by CUE. To the extent any such fees are paid directly to PSAD, PSAD will promptly remit such fees to CUE. The amount of such fees remitted by PSAD to CUE, less CUE's costs and expenses in providing the additional programs or services, will be considered Additional Compensation as defined in Paragraph A of this Article; and
4. Except for fees described in paragraph 3 above, all funds received by PSAD or by CUE on PSAD's behalf from such other revenue sources shall inure to and be deemed PSAD's property.

H. Start-up Funds. CUE and the PSAD Board shall, in good faith, work together to identify and agree upon funding sources to be used to cover the HFA:SCS's start-up costs. The parties acknowledge that such costs may include expenses related to the development of a curriculum, technology system and school operations plan; recruiting, selecting and pre-service training of staff members; purchasing of instructional materials and supplies and other materials deemed necessary to initiate the Educational Program. CUE and the PSAD Board agree that start-up costs that are incurred prior to July 1, 2009 will be paid by CUE using funds from the MDE grant received by CUE and PSAD and funds raised by CUE from other sources. If other start-up funds are received by PSAD before July 1, 2009, the PSAD Board must approve the use of such funds for start-up costs. Start-up costs incurred on or after July 1, 2009 will be made a part of the budget submitted for the PSAD Board's approval.

I. Other Public School Academies. PSAD acknowledges that CUE may enter into similar management agreements with other public school academies or traditional public schools in the future. CUE shall separately account for reimbursable expenses incurred on the HFA:SCS's behalf and other public school academies, and only charge PSAD for expenses incurred on the HFA:SCS's behalf. If CUE incurs reimbursable expenses on the HFA:SCS's behalf and other public school academies which are incapable of precise allocation between such academies, the CUE shall allocate such expenses among all such academies, including the

HFA:SCS, on a pro rata basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties.

J. Financial and Other Reporting. CUE shall provide PSAD with:

1. A projected annual budget prior to each academic year;
2. Detailed statements of all revenues received, from whatever source, with respect to the HFA:SCS, and detailed statements of all direct expenditures for services rendered to or on the HFA:SCS's behalf, whether incurred on-site or off-site, upon request;
3. Assistance with the annual audits that the PSAD Board must conduct in compliance with state law and regulations showing the manner in which funds are spent at the HFA:SCS;
4. Quarterly detailed reporting of revenues and expenditures in the form of: detailed budget-to-actual and balance sheet;
5. Reports on HFA:SCS operations, finances and student performance, upon request, but not less frequently than four (4) times per year; and
6. Other information on a periodic basis to enable the PSAD Board and the Contract Administrator to monitor CUE's educational performance and the efficiency of its operation of the HFA:SCS.

K. Access to Records. CUE shall keep accurate financial records pertaining to its operation of the HFA:SCS, together with all HFA:SCS financial records prepared by or in the possession of CUE, and retain all such records in accordance with the State Record Retention Policy, Bulletin 522, as amended. CUE and PSAD shall maintain the proper confidentiality of personnel, students and other records as required by law. All HFA:SCS financial records retained by CUE shall be available to either PSAD or the Authorizer Board for inspection and copying upon reasonable request. CUE shall make information concerning the operation and management of the HFA:SCS, including without limitation, the information described in Schedule 6 of the Contract, available to the PSAD as deemed necessary by the PSAD Board in order to enable the PSAD to fully comply with Section 11.16 of the Terms and Conditions of the Contract.

L. Review of Budget. The PSAD Board shall be responsible for reviewing, revising, and approving the HFA:SCS's annual budget proposed by CUE. CUE shall provide the HFA:SCS budget information and other financial reports in a format required by the PSAD Board or its Contract Administrator.

ARTICLE VI PERSONNEL & TRAINING

A. Personnel Responsibility. Subject to the Contract, CUE shall have the sole responsibility and authority to select, hire, evaluate, assign, discipline and transfer personnel, consistent with state and federal law.

B. School Administrator. Because the accountability of CUE to PSAD is an essential foundation of this partnership, and because the responsibility of the School Administrator of the HFA:SCS is critical to its success, CUE will have the authority, consistent with state law, to select and supervise the School Administrator and to hold him or her accountable for the HFA:SCS's success. The employment expectations of the School Administrator, and the duties and compensation of the School Administrator, shall be determined by CUE. The School Administrator and CUE, in turn, will have similar authority to select and hold accountable the teachers and other staff at HFA:SCS.

C. Teachers. CUE shall provide the HFA:SCS with such teachers, qualified in the grade levels and subjects required, as are required by PSAD; provided that the hiring of such teachers will be in accordance with the approved budgeted line item. The curriculum taught by such teachers will be the curriculum agreed upon by the PSAD Board and CUE, consistent with the Contract. Such teachers may, in CUE's discretion, work at the HFA:SCS on a full or part time basis. If assigned to the HFA:SCS on a part time basis, such teachers may also work at other schools operated by CUE in the future. Each teacher assigned to the HFA:SCS shall hold a valid teaching certificate issued by the state board of education under the Code, to the extent required under the Code.

D. Support Staff. CUE shall provide the HFA:SCS with such support staff, qualified in the areas required, as are required by PSAD; provided that the hiring of such support staff will be in accordance with the approved budgeted line item. Such support staff may, in CUE's discretion work at the HFA:SCS on a full or part time basis. If assigned to the HFA:SCS on a part time basis, such support staff may also work at other schools operated by CUE in the future.

E. Training. CUE shall provide training in its methods, curriculum, program, and technology, to all teaching personnel, on a regular and continuous basis. Non-instructional personnel shall receive such training as CUE determines as reasonable and necessary under the circumstances.

ARTICLE VII

TERMINATION OF AGREEMENT

A. Termination by the Parties. Either party may terminate this Agreement at any time without penalty or cause prior to the end of the Term by giving 120 days' written notice of termination to the other party. Unless otherwise agreed by the parties, the termination shall become effective on the day after the last day of the school year, not to extend beyond June 30th, in which the termination notice is given. This Agreement may also be terminated due to the failure to meet the standards set forth in Exhibit B, attached hereto. This Agreement will also be automatically terminated upon the termination of the Building Sublease. If this Agreement is terminated, CUE shall be paid amounts owed or accrued to CUE to complete school operations through the last day of the school year.

B. Termination Upon Revocation of Contract. If the Contract issued by the Authorizer Board is revoked, not reissued or terminated, this Agreement shall automatically terminate on the same date as the Contract is revoked or terminated without further action of the parties.

C. Expiration. Upon expiration of this Agreement at the completion of the Term and where there is no renewal, CUE shall have the right to reclaim any usable property or equipment (e.g., including but not limited to desks, computers, copying machines, fax machines, telephones) that were purchased for the HFA:SCS by CUE at its sole cost or expense. Any usable property or equipment (e.g., including but not limited to desks, computers, copying machines, fax machines, telephones) that were purchased for the HFA:SCS by CUE with PSAD funds (including any state school aid, but excluding Management Fee or Additional Compensation funds) or for which CUE received reimbursement from PSAD shall remain PSAD property.

D. Transition. In the event of termination of this Agreement for any reason by either party or upon revocation of the Contract as provided under Paragraph B before the end of this Agreement's term, CUE shall provide PSAD reasonable assistance for up to 90 days after the termination effective date to assist in the transition. All reasonable costs and expenses incurred by CUE in providing such assistance beyond the termination effective date will be promptly reimbursed by PSAD.

ARTICLE VIII

PROPRIETARY INFORMATION

To the extent permitted by law, PSAD agrees that CUE, or third parties from whom it may license any materials, methods, curriculum, or other content, shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by CUE, its employees, agents or subcontractors, or by any individual working for or supervised by CUE, which is developed during the working hours or during time for which the individual is being paid. CUE, or its licensors, shall have the sole and exclusive right to license such materials for use by other school districts, public school academies, private schools, or customers or to modify and/or sell material to other schools and customers.

ARTICLE IX

INDEMNIFICATION

A. Indemnification of PSAD. CUE shall indemnify and save and hold PSAD and all of its employees (if any), officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by CUE with any agreement, covenants, warranties or undertakings of CUE contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of CUE contained in or made pursuant to this Agreement. In addition, CUE shall reimburse PSAD for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to PSAD.

B. Indemnification of CUE. To the extent permitted under applicable law, PSAD shall indemnify and save and hold CUE and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suite or other forms of liability that may arise out of, or by reason of, any claim that this Agreement or any part thereof is in violation of law; any noncompliance by PSAD with any agreements, covenants, warranties

or undertakings of PSAD contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of PSAD contained in or made pursuant to this Agreement. In addition, PSAD shall reimburse CUE for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to CUE.

C. Inability to Open School. Should either party fail to perform the obligations of this Agreement prior to the beginning of the first academic year contemplated under this Agreement, it shall hold the other harmless for the reasonable expenses incurred by that party in preparing for the opening of school operations, provided that such other party has substantially fulfilled all its obligations necessary to the performance, including but not limited to securing such waivers as may be necessary for CUE to be in operation and approving CUE's recommendation for selection of the HFA:SCS's school personnel.

D. Indemnification for Negligence. Each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which they may incur and which arise out of the negligence of the other party, its trustees, directors, officers, employees, agents, or representatives.

E. Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the urban high school academy application, the University Board's consideration of or issuance of a Contract, the PSAD's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the PSAD or CUE, or which arise out of the failure of the PSAD to perform its obligations under the Contract issued to the PSAD by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

ARTICLE X **INSURANCE**

A. Insurance Coverage. PSAD shall secure and maintain the normal general liability and umbrella insurance coverage's in the amounts required by the Contract, with CUE listed as an additional insured.

B. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

C. Cooperation. Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

ARTICLE XI **WARRANTIES AND REPRESENTATIONS**

Each party represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

ARTICLE XII **ALTERNATIVE DISPUTE RESOLUTION PROCEDURE**

Any and all disputes between the parties, concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be resolved first, by authorized representatives of PSAD and CUE. Second, if the good faith attempt of the parties to resolve the dispute is unsuccessful, the parties will seek mediation with the selected mediator approved by both parties and costs shared equally. And third, if mediation is unsuccessful or extends beyond ninety days from the parties' initial meeting to resolve the matter, by arbitration, which, at this point shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons, one person selected by the PSAD Board, one person selected by CUE and one person selected by the other two arbitrators. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and arbitrator unanimously accept. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction.

ARTICLE XIII **MISCELLANEOUS**

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between PSAD and CUE on the subject matter hereof.

B. Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war or act of God.

C. Notices. All notices, demands, requests and consents under this Agreement shall be in writing, shall be delivered to each party and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

If to CUE:

Creative Urban Education
c/o Henry Ford Learning Institute
P.O. Box 1935
20900 Oakwood Blvd.
Dearborn, MI 48121-1935

If to PSAD:

Public School Academies of Detroit Board
600 Antoinette
Detroit, MI 48202

With a copy to:

Public School Academies of Detroit
Contract Administrator
P.O. Box 6349
Plymouth, MI 48170

D. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

E. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

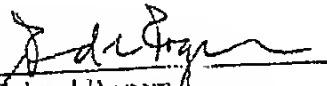
F. Entire Agreement. This Agreement is the entire agreement between the parties relating to the services provided by the parties and the compensation to be paid for such services.

G. Non-Waiver. The failure of a party in exercising any right, power or privilege under this Agreement shall not affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

H. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the state of Michigan.

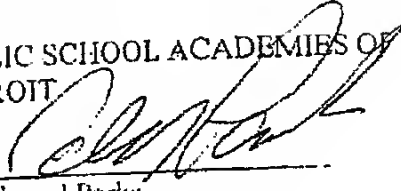
The parties have executed this Agreement as of the day and year first above written.

CREATIVE URBAN EDUCATION

By: 
Richard Rogers
Chairman, Board of Directors

Date: Dec 22, 2008

PUBLIC SCHOOL ACADEMIES OF
DETROIT

By: 
Edward Parks
President, Board of Directors

Date: January 5, 2009

EXHIBIT A
MANAGEMENT FEE

Year	Annual Management Fee	Monthly installments (11)
Year 1	\$40,000	\$3,636.36
Year 2	\$70,000	\$6,363.64
Year 3	\$85,000	\$7,727.27
Year 4	\$100,000	\$9,090.91
Year 5	\$100,000	\$9,090.91
Year 6	\$100,000	\$9,090.91
Year 7	\$100,000	\$9,090.91
Year 8	\$100,000	\$9,090.91
Year 9	\$100,000	\$9,090.91
Total	\$795,000	

EXHIBIT B

Early Termination Based on Failure to Meet Educational Standards. If (i) CUE fails to meet in any school year during the Term any one or more of the standards relating to its operation of the HFA:SCS located within the Subleased Premises set forth in A, B or C below (those performance standard(s) which CUE fails to meet in such school year are collectively referred to herein as the "Failed Standards"), (ii) TEF-SIX, LLC, within thirty (30) days after it has been determined that CUE failed to meet such Failed Standards, gives CUE written notice that the Building Sublease will terminate if CUE fails to meet in the immediately succeeding school year any of the Failed Standards, and (iii) CUE fails to meet in such subsequent school year any of the Failed Standards (the "Second Failure"), the Building Sublease shall terminate effective as of the end of the school year in which the Second Failure occurs unless TEF-SIX, LLC otherwise revokes such termination:

A. Graduation Rate:

1. 80% of the freshman students entering the high school in the fall of 2009 shall graduate from the high school in June of 2013 or earlier;
2. 83.33% of the freshman students entering the high school in the fall of 2010 shall graduate from the high school in June of 2014 or earlier;
3. 86.67% of the freshman students entering the high school in the fall of 2011 shall graduate from the high school in June of 2015 or earlier;
4. 90% of the freshman students entering the high school in the fall of 2012 shall graduate from the high school in 2016 or earlier; and
5. With respect to any school year following the school year that began in the fall of 2012, either (a) 90% of the freshman students entering the high school in such school year shall graduate from the high school in four (4) years or earlier or (b) the average annual graduation rate (e.g., the percentage of students who graduate from the high school in four years or earlier) for such school year and the two immediately preceding school years is at least 90%;

B. Re-enrollment Rate:

1. For every freshman class subsequent to the class of 2009, the enrollment rate for the following school year and each year thereafter shall be at a rate such that the graduation rates specified in this subsection A above can be mathematically obtained; and

C. Post-Secondary Education Rate:

1. 80% of the graduates of the class of 2013 shall enroll in college or other post-secondary studies;
2. 83.3% of the graduates in the class of 2014 shall enroll in college or other post-secondary studies;

3. 86.67% of the graduates of the class of 2015 shall enroll in college or other post-secondary studies;

4. 90% of the graduates of the class of 2016 shall enroll in college or other post-secondary studies; and

5. With respect to the graduates of each class after the class of 2016, either (a) 90% of the graduates of such class shall enroll in college or other post-secondary studies or (b) the average annual percentage of the graduates of such class and the two immediately preceding classes that are enrolled in college or other post-secondary studies is at least 90%.

If (i) the enrollment of any incoming freshman class for any school year during the term of the Building Sublease shall be less than 100 students, (ii) the average daily attendance rate during any school year is less than 90% or (iii) any senior class at the high school shall have an average ACT score of less than 18, then an action plan will be developed by CUE and upon approval by the PSAD Board, will be pursued by CUE. In no event shall the occurrence of any of the events described in (i), (ii) or (iii) of the immediately preceding sentence or the failure to develop or pursue any action plan described above provide a basis for termination under this Agreement. The PSAD Board, the Contract Administrator and CUE shall develop mutually acceptable guidelines for calculating the Graduation, Re-enrollment and Post-Secondary Education Rates.

BLOOMFIELD 38030-4 962131v2

MANAGEMENT AGREEMENT

This Educational Management Company Agreement ("Agreement") is made and entered into as of the ~~30~~ day of December, 2007 by and between New Urban Learning, a Michigan nonprofit corporation ("NUL"), and the Public School Academies of Detroit, a Michigan nonprofit corporation (the "PSAD").

The following is a recital of facts underlying this Agreement:

The PSAD is organized to operate urban high school academies in Detroit pursuant to the Michigan Revised School Code, Part 6C (the "Code"). The PSAD anticipates that it will enter into a contract, as defined in the Code (the "Contract"), with the Board of Trustees of Grand Valley State University (the "Authorizer Board") to organize and operate urban high school academies.

NUL is a nonprofit corporation founded with the purpose of bringing a new model of urban schools to the state of Michigan.

The PSAD and NUL desire to create an enduring educational partnership, whereby the PSAD and NUL will work together to bring educational excellence and innovation to one of the PSAD urban high school academies based on NUL's school design and capacity to implement and manage a comprehensive educational program.

To pursue this purpose, the parties desire to implement an arrangement for the University Prep - Science and Math High School's (the "Academy") management and operation.

Therefore, it is mutually agreed as follows:

ARTICLE I CONTRACTING RELATIONSHIP

A. Authority. The PSAD is authorized by law to contract with a private entity for the provision of educational management services. The PSAD further has been or will be granted the Contract by the Authorizer Board to organize and operate an urban high school academy. The PSAD is therefore authorized by the Authorizer Board to supervise and control such academy, and is invested with the powers set forth under the Code to carry out the educational program contemplated in this Agreement. Notwithstanding anything contained herein to the contrary, the PSAD's Board of Directors ("Academy Board"), pursuant to the Code and in accordance with the Contract, shall be accountable for the Academy's overall oversight, monitoring and supervision and shall be responsible for the establishment and/or approval of the Academy's strategic planning, policies and budgeting.

B. Contract. The PSAD contracts to NUL, to the extent permitted by law or as otherwise provided in the Contract Administration agreement between PSAD and the Thompson Educational Foundation (the "Contract Administrator"), all functions relating to the provisions of educational services and the management and operation of the Academy in accordance with the enrollment, age and grade level specifications for the Academy and as further set forth or limited herein.

C. Status of the Parties. NUL is a nonprofit corporation, organized and existing under the laws of the state of Michigan, and is not a division or a part of the PSAD or the Academy. The PSAD is a nonprofit corporation, organized and existing under the laws of the state of Michigan. Pursuant to Code, the PSAD is a body corporate and governmental agency of the State of Michigan, and is not division or part of NUL. The relationship between NUL and the PSAD is based solely on the terms of this Agreement, and the terms of any other agreements between them. In performing its duties under this Agreement, it is mutually understood and agreed that NUL shall be at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship, partnership or joint venture relationship between the parties.

ARTICLE II

TERM

A. Term. The term of this Agreement (the 'Term') shall be for three years and commence on July 1, 2008 ("Commencement Date") and end on June 30, 2011, unless earlier terminated in accordance with this Agreement. For purposes of this Agreement, "academic year" shall mean the fiscal year beginning July 1 and ending June 30 of the following year.

B. Renewal. This Agreement shall be extended for an additional period of two years, unless written notice of intent to terminate or renegotiate is given by either party not less than on hundred twenty (120) days prior to the end of any academic year.

ARTICLE III

FUNCTIONS OF NUL

A. Responsibility. NUL shall be responsible and accountable to the PSAD and its Contract Administrator, for the Academy's administration, operation and performance. On and after the Commencement Date, NUL shall be responsible for the Academy's day-to-day management and shall undertake such responsibilities in good faith and in the Academy's best interests. NUL is granted such power and authority on the Academy's behalf as is reasonably necessary or appropriate to perform its obligations under this Agreement, subject to the express limitations stated in this Agreement. Except as expressly stated herein, the descriptions of NUL's power and authority stated in this Article III are not intended to limit or restrict other powers and authority which may be necessary or appropriate for NUL to perform its obligations under this Agreement. Nothing in this Agreement shall be construed to confer upon NUL authority to act where the Code requires official action by the Academy Board.

B. Educational Program. Consistent with the Code, the parameters of the Contract and the Academy Goals (as defined in Section G of this Article III), the educational program(s) and program(s) of instruction (collectively, the "Educational Program") provided by NUL at the Academy may be adapted and modified by NUL from time to time, it being understood that an essential principle of this Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that the Academy and NUL are interested in results and not inflexible prescriptions. The PSAD, through its Contract Administrator, shall be consulted before any substantial adaptation or modification to the educational program. Where the Code requires PSAD action in connection with the Educational Program, NUL shall advise the PSAD, through its Contract Administrator, that such action is

required and shall, consistent with the terms of this Agreement, carry out the direction of the PSAD.

C. Specific Functions. NUL shall be responsible for the Academy's management, operation, administration and Education Program. Such functions include, but are not limited to:

1. Implementation and administration of the Educational Program, including the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-and co-curricular activities and programs;
2. Management of all personnel functions, including professional development for the School Administrator and all instructional personnel and the personnel functions outlined in Article VI;
3. Operation of the school building designated by the Academy Board and the installation of technology integral to school design.
4. All aspects of the Academy's business administration;
5. The provision of food service for the Academy; and
6. Any other function necessary or expedient for the Academy's administration.

D. Subcontracts. NUL reserves the right to subcontract any and all aspects of services it agrees to provide to the Academy, including, but not limited to food service. However, NUL shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with the Academy Board's prior written approval.

E. Placement of Performance. NUL reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, offsite at other NUL locations, unless prohibited by state or local law.

F. Student Recruitment. The parties shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies. Students shall be selected in accordance with the procedures set forth in Contract and in compliance with the Code and other applicable law.

G. Legal Requirements. The parties acknowledge that the Contract establishes certain educational goals for the Academy to achieve and the methods to provide the Educational Program in a manner that will reasonably meet (i) all applicable federal, state, and local laws and rules and regulations applicable to the Academy ("Applicable Law"), and (ii) the requirements imposed upon the Academy under the Code and the Contract (unless such requirements are or have been waived) and (iii) the Academy Goals.

H. Due Process Hearings. NUL shall cooperate with the Academy Board in meeting its obligations to provide students with all necessary due process hearings in conformity with

Applicable Law, including matters relating to discipline, special education, confidentiality and access to records.

I. Rules & Procedures. NUL shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures as are adopted by the Academy Board.

J. School Year and School Day. The school year and the school day shall be as provided in the application for the Contract submitted to and approved by the Authorizer Board.

K. Authority. NUL shall have the authority and power necessary to undertake its responsibilities under this Agreement except in the case(s) wherein such power may not be delegated by law.

L. Compliance With Applicable Law and the Contract. In carrying out its responsibilities hereunder, NUL shall observe and comply with, and cooperate with the Academy Board and its Contract Administrator in complying with the Applicable Law, including without limitation the laws referenced in Section 503(6) of the Code. NUL agrees to perform its duties and responsibilities under this Agreement in a manner consistent with the PSAD's obligations under the Contract issued by the PSAD. The PSAD's obligations under the Contract shall supersede any competing obligations of the PSAD.

M. Building F will be located in a new building constructed pursuant to the Lease and Joint Use Agreement between TEF and the City of Detroit at 5020 John R, Detroit Michigan 48202. The single member is the Th Contract Administrator w Five, LLC's obligations u construction of an approx Academy's Middle School nominal amount, and NUL to the PSAD for the oper required for the Academy's related single member hir Administrator, will pay for facilities to NUL. NUL will use temporary facilities at no additional expense to the PSAD for the operation of the Academy's Middle School.

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ARTICLE IV OBLIGATIONS OF THE ACADEMY BOARD

The Academy Board shall exercise good faith in adopting the recommendations of NUL including, but not limited to, NUL's recommendations concerning policies, rules, regulations, procedures, curriculum, and budgets.

ARTICLE V
COMPENSATION FOR SERVICES

A. Compensation for Services. The Academy shall pay NUL an annual fee not to exceed 3% of the state school aid that the Academy receives, directly or indirectly, from the State of Michigan pursuant to the State School Aid Act of the 1979, as amended, for the particular students enrolled in the Academy less the amount the Authorizer Board receives for its oversight responsibilities, as described in the contract. Such compensation will not preclude the payment of additional compensation if additional compensation is permitted or specified elsewhere in this Agreement or in any other agreements between the parties ("Additional Compensation"). Notwithstanding any other provision of the Agreement, the total annual management fee plus any Additional Compensation payable to NUL hereunder shall not exceed \$250,000, nor shall such total annual management fee plus any Additional Compensation be less than \$125,000, subject to change by agreement of the parties depending upon changes in annual enrollment.

B. Reasonable Compensation. The Academy acknowledges and agrees that compensation payable to NUL under this Agreement is reasonable compensation for the services to be rendered by NUL to the Academy under this Agreement. NUL's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the Academy's operation.

C. Payment of Costs. Except as otherwise provided in this Agreement, the Academy shall fully fund the budget the Academy Board approves for NUL's operation of the Academy. In addition to the Compensation described in paragraph A of this Article, NUL shall receive reimbursement from the Academy for all costs and expenses incurred and paid by NUL in providing the Educational Services, administrative services and other goods and services pursuant to this Agreement. Such costs include, but are not limited to, salaries for all personnel, curriculum materials, instructional materials, textbooks, library books, computer and other equipment, software, supplies, food services, transportation, special education, building payments, maintenance, capital improvements, psychological services and medical services. In paying costs and expenses on the Academy's behalf, NUL shall not charge an added fee unless such fee is approved in advance by the Academy Board and, provided further, that fees shall be considered Additional Compensation as defined in paragraph A of this Article V. The Academy Board may advance funds to NUL for such costs.

D. Time and Priority of Payment. The compensation due to NUL pursuant to Paragraph A of this Article shall be calculated for each school year at the same time as the State of Michigan calculates the State School Aid, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the State School Aid. NUL shall receive its compensation pursuant to Paragraph A of this Article in eleven (11) installments beginning in October of each academic year and ending in August of such academic year. Such installment amounts shall be due and payable within ten (10) days of receipt by the Academy of each of its State School Aid payments. Payments due and owing to NUL pursuant to Paragraph C of this Article shall be made by the Academy to NUL on the last day of each month.

E. The Academy shall satisfy its payment obligation under this Article to NUL in the following order of priority: (1) to reimburse NUL pursuant to Paragraph C of this Article for

sums due and owing for previous months; (2) to reimburse NUL pursuant to Paragraph C of this Article for sums due and owing for the current month; (3) to pay NUL pursuant to Paragraph A of this Article for installment payments due and owing for previous months; and (4) to pay NUL pursuant to Paragraph A of this Article for installment payments due and owing for the current month.

F. No Related Parties or Common Control. In interpreting this Agreement and in the provision of the required services, NUL shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. As required by the Academy's Articles of Incorporation and Bylaws, the Academy Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction it is agreed between the Academy and NUL that none of the voting power or the governing body of the Academy will be vested in NUL or its directors, members, managers, officers, shareholders and employees, and the Academy and NUL will not be related parties as defined in Treas. Reg. § 1.150-1 (b).

G. Other Revenue Sources. To supplement and enhance the State School Aid payments, and improve the quality of education at the Academy, the Academy and NUL shall endeavor to obtain revenue from other sources. In this regard:

1. The Academy may solicit and receive grants, and donations consistent with the Academy's mission;
2. The Academy and/or NUL may apply for and receive grant money, in the name of NUL or the Academy; and
3. To the extent permitted under the Code, NUL may charge fees to students for extra services such as summer programs and charge non Academy students who participate in such programs. Such fees shall be considered Additional Compensation as defined in paragraph A of this Article V.
4. All funds received by the Academy or by NUL on the Academy's behalf from such other revenue sources shall inure to and be deemed the Academy's property.

H. Start-up Funds. NUL and the Academy Board shall, in good faith, work together to identify and agree upon funding sources to be used to cover the Academy's start-up costs. The parties acknowledge that such costs may include expenses related to the development of a curriculum, technology system and school operations plan; recruiting, selecting and pre-service training of staff members; purchasing of instructional materials and supplies and other materials deemed necessary to initiate the Educational Program.

I. Other Public School Academies. The Academy acknowledges that NUL may enter into similar management agreements with other public school academies or traditional public schools in the future. NUL shall separately account for reimbursable expenses incurred on the Academy's behalf and other public school academies, and only charge the Academy for expenses incurred on the Academy's behalf. If NUL incurs reimbursable expenses on the Academy's behalf and other public school academies which are incapable of precise allocation

between such academies, the NUL shall allocate such expenses among all such academies, including the Academy, on a pro rata basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties.

J. Financial and Other Reporting. NUL shall provide the Academy with:

1. A projected annual budget prior to each academic year;
2. Detailed statements of all revenues received, from whatever source, with respect to the Academy, and detailed statements of all direct expenditures for services rendered to or on the Academy's behalf, whether incurred on-site or off-site, upon request;
3. Annual audits in compliance with state law and regulations showing the manner in which funds are spent at the Academy;
4. Quarterly detailed reporting of revenues and expenditures in the form of: detailed budget-to-actual and balance sheet;
5. Reports on Academy operations, finances and student performance, upon request, but not less frequently than four (4) times per year; and
6. Other information on a periodic basis to enable the Academy Board and the Contract Administrator to monitor NUL's educational performance and the efficiency of its operation of the Academy.

K. Access to Records. NUL shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of NUL, and retain all such records for a period of five (5) years from the close of the fiscal year to which such books, accounts, and records relate. NUL and the Academy shall maintain the proper confidentiality of personnel, students and other records as required by law. All Academy financial records retained by NUL shall be available to either the Academy or the Authorizer Board for inspection and copying upon reasonable request. NUL shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 14 of the Contract, available to the PSAD as deemed necessary by the PSAD. NUL shall comply with Section 11.16 of the Contract.

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Schedule 14
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Schedule 6

B. School Administrator. Because the accountability of NUL to the Academy is an essential foundation of this partnership, and because the responsibility of the School Administrator of the Academy is critical to its success, NUL will have the authority, consistent with state law, to select and supervise the School Administrator and to hold him or her accountable for the Academy's success. The employment contract with the School Administrator, and the duties and compensation of the School Administrator, shall be determined by NUL. The School Administrator and NUL, in turn, will have similar authority to select and hold accountable the teachers in the Academy.

C. Teachers. NUL shall, consistent with the Education Program and within the parameters of approved Academy budgets, determine the number of teachers, and the applicable grade levels and subjects, required for the Academy's operation. NUL shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy. The curriculum taught by such teachers will be the curriculum agreed upon by the Academy Board and NUL, consistent with the Contract. Such teachers may, in NUL's discretion, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools operated by NUL in the future. Each teacher assigned to or retained by the Academy shall hold a valid teaching certificate issued by the state board of education under the Code, to the extent required under the Code.

D. Support Staff. NUL shall, consistent with the Education Program and within the parameters of approved Academy budgets, determine the number and functions of support staff required for the Academy's operation. NUL shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, in NUL's discretion work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such support staff may also work at other schools operated by NUL in the future.

E. Training. NUL shall provide training in its methods, curriculum, program, and technology, to all teaching personnel, on a regular and continuous basis. Non-instructional personnel shall receive such training as NUL determines as reasonable and necessary under the circumstances.

ARTICLE VII TERMINATION OF AGREEMENT

A. Termination by the Parties. Either party may terminate this Agreement without cause prior to the end of the Term by giving 120 days' written notice of termination to the other party. Unless otherwise agreed by the parties, the termination shall become effective upon the expiration of the 120 day notice period.

B. Termination Upon Revocation of Contract. If the Contract issued by the Authorizer Board is revoked or terminated, this Agreement shall automatically terminate on the same date as the Contract is revoked or terminated without further action of the parties.

C. Expiration. Upon expiration of this Agreement at the completion of the Term and where there is no renewal, NUL shall have the right to reclaim any usable property or equipment (e.g., including but not limited to desks, computers, copying machines, fax machines,

telephones) as were purchased by or for the Academy by NUL at its cost or expense. Fixtures and building alterations shall become the Academy's property.

D. Transition. In the event of termination of this Agreement for any reason by either party or upon revocation of the Contract as provided under Paragraph B before the end of this Agreement's term, NUL shall provide the Academy reasonable assistance for up to 90 days to assist in the transition.

ARTICLE VII **PROPRIETARY INFORMATION**

To the extent permitted by law, the Academy agrees that NUL shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by NUL, its employees, agents or subcontractors, or by any individual working for or supervised by NUL, which is developed during the working hours or during time for which the individual is being paid. NUL shall have the sole and exclusive right to license such materials for use by other school districts, public school academies, private schools, or customers or to modify and/or sell material to other schools and customers. During the Term, NUL may disclose such proprietary information, including that which is currently in existence as well as that which may be created in the future. Upon expiration of this Agreement, the Academy, however, may continue to use proprietary information developed on the Academy's behalf in the implementation of its ongoing educational program.

ARTICLE IX **INDEMNIFICATION**

A. Indemnification of the Academy. NUL shall indemnify and save and hold the Academy and all of its employees, officers, directors, subcontractors and agents (collectively, employees) harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by NUL with any agreement, covenants, warranties or undertakings of NUL contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of NUL contained in or made pursuant to this Agreement. In addition, NUL shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the Academy.

B. Indemnification of NUL. To the extent permitted under applicable law, the Academy shall indemnify and save and hold NUL and all of its employees, officers, directors, subcontractors and age (collectively, "employees") harmless against any and all claims, demands, suite or other forms of liability that may arise out of, or by reason of, any claim that this Agreement or any part thereof is in violation of law; any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Academy contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse NUL for any and all legal expenses and costs associated with the

defense of any such claim, demand or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to NUL.

C. Inability to Open School. Should either party fail to perform the obligations of this Agreement prior to the beginning of the first academic year contemplated under this Agreement, it shall hold the other harmless for the reasonable expenses incurred by that party in preparing for the opening of school operations, provided that such other party has substantially fulfilled all its obligations necessary to the performance, including but not limited to securing such waivers as may be necessary for NUL to be in operation and approving NUL's recommendation for selection of the Academy's school personnel.

D. Indemnification for Negligence. Each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which they may incur and which arise out of the negligence of the other party, or the negligence of the other party's trustees, directors, officers, employees, agents, or representatives.

E. Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the urban high school academy application, the University Board's consideration of or issuance of a Contract, the PSAD's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the PSAD or NUL, or which arise out of the failure of the PSAD to perform its obligations under the Charter issued to the PSAD by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

ARTICLE X

INSURANCE

A. Insurance Coverage. The Academy shall secure and maintain the normal general liability and umbrella insurance coverages in the amounts required by the Contract, with NUL listed as an additional insured.

B. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

C. Cooperation. Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

ARTICLE XI

WARRANTIES AND REPRESENTATIONS

Each party represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

ARTICLE XII

ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Any and all disputes between the parties, concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons, including one person who is selected or recommended by the Authorizer Board, one person selected by the Academy Board and one person selected by NUL. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and arbitrator unanimously accept. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction.

ARTICLE XIII

MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and NUL on the subject matter hereof.

B. Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war or act of God.

C. Notices. All notices, demands, requests and consents under this Agreement shall be in writing, shall be delivered to each party and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

If to NUL:

New Urban Learning
600 Antoinette
Detroit, MI 48202

If to Academy:

Public School Academies of Detroit
Contract Administrator
P.O. Box 6349
Plymouth, MI 48170

D. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

E. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

F. Entire Agreement. This Agreement is the entire agreement between the parties relating to the services provided by the parties and the compensation to be paid for such services.

G. Non-Waiver. No failure to a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

H. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the state of Michigan.

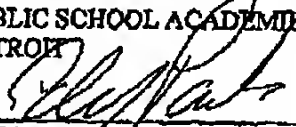
The parties have executed this Agreement as of the day and year first above written.

NEW URBAN LEARNING

By: 
Doug Ross
Chairperson, Board of Directors

Date: 12/3/07

PUBLIC SCHOOL ACADEMIES OF
DETROIT

By: 
Edward Parks
President, Board of Directors

Date: 12/3/07

BLOOMFIELD 000712 11/00/07

MANAGEMENT AGREEMENT

This Educational Management Company Agreement ("Agreement") is made and entered into as of the 20th day of August, 2008 by and between New Urban Learning, a Michigan nonprofit corporation ("NUL"), and the Public School Academies of Detroit, a Michigan nonprofit corporation (the "PSAD").

The following is a recital of facts underlying this Agreement:

The PSAD is organized to operate urban high school academies in Detroit pursuant to the Michigan Revised School Code, Part 6C (the "Code"). The PSAD anticipates that it will enter into a contract, as defined in the Code (the "Contract"), with the Board of Trustees of Grand Valley State University (the "Authorizer Board") to organize and operate urban high school academies.

NUL is a nonprofit corporation founded with the purpose of bringing a new model of urban schools to the state of Michigan.

The PSAD and NUL desire to create an enduring educational partnership, whereby the PSAD and NUL will work together to bring educational excellence and innovation to one of the PSAD urban high school academies based on NUL's school design and capacity to implement and manage a comprehensive educational program.

To pursue this purpose, the parties desire to implement an arrangement for the University Preparatory Academy (the "Academy") management and operation.

The Academy consists of one High School; one Middle School; and two Elementary Schools designated as Elementary I and Elementary II, for purposes of this agreement.

Therefore, it is mutually agreed as follows:

ARTICLE I CONTRACTING RELATIONSHIP

A. Authority. The PSAD is authorized by law to contract with a private entity for the provision of educational management services. The PSAD further has been or will be granted the Contract by the Authorizer Board to organize and operate an urban high school academy. The PSAD is therefore authorized by the Authorizer Board to supervise and control such academy, and is invested with the powers set forth under the Code to carry out the educational program contemplated in this Agreement. Notwithstanding anything contained herein to the contrary, the PSAD's Board of Directors ("Academy Board"), pursuant to the Code and in accordance with the Contract, shall be accountable for the Academy's overall oversight, monitoring and supervision and shall be responsible for the establishment and/or approval of the Academy's strategic planning, policies and budgeting.

B. Contract. The PSAD contracts to NUL, to the extent permitted by law or as otherwise provided in the Contract Administration agreement between PSAD and the Thompson Educational Foundation (the "Contract Administrator"), all functions relating to the provisions of educational services and the management and operation of the Academy in accordance with the

enrollment, age and grade level specifications for the Academy and as further set forth or limited herein.

C. Status of the Parties. NUL is a nonprofit corporation, organized and existing under the laws of the state of Michigan, and is not a division or a part of the PSAD or the Academy. The PSAD is a nonprofit corporation, organized and existing under the laws of the state of Michigan. Pursuant to Code, the PSAD is a body corporate and governmental agency of the State of Michigan, and is not division or part of NUL. The relationship between NUL and the PSAD is based solely on the terms of this Agreement, and the terms of any other agreements between them. In performing its duties under this Agreement, it is mutually understood and agreed that NUL shall be at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship, partnership or joint venture relationship between the parties.

ARTICLE II

TERM

A. Term. The term of this Agreement (the 'Term') shall be for three years and commence on September 1, 2008 ("Commencement Date") and end on August 30, 2011, unless earlier terminated in accordance with this Agreement. For purposes of this Agreement, "academic year" shall mean the fiscal year beginning July 1 and ending June 30 of the following year.

B. Renewal. This Agreement shall be extended for an additional period of two years, unless written notice of intent to terminate or renegotiate is given by either party not less than one hundred twenty (120) days prior to the end of any academic year.

ARTICLE III

FUNCTIONS OF NUL

A. Responsibility. NUL shall be responsible and accountable to the PSAD and its Contract Administrator, for the Academy's administration, operation and performance. On and after the Commencement Date, NUL shall be responsible for the Academy's day-to-day management and shall undertake such responsibilities in good faith and in the Academy's best interests. NUL is granted such power and authority on the Academy's behalf as is reasonably necessary or appropriate to perform its obligations under this Agreement, subject to the express limitations stated in this Agreement. Except as expressly stated herein, the descriptions of NUL's power and authority stated in this Article III are not intended to limit or restrict other powers and authority which may be necessary or appropriate for NUL to perform its obligations under this Agreement. Nothing in this Agreement shall be construed to confer upon NUL authority to act where the Code requires official action by the Academy Board.

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NUL are interested in results and not inflexible prescriptions. The PSAD, through its Contract Administrator, shall be consulted before any substantial adaptation or modification to the educational program. Where the Code requires PSAD action in connection with the Educational Program, NUL shall advise the PSAD, through its Contract Administrator, that such action is required and shall, consistent with the terms of this Agreement, carry out the direction of the PSAD.

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2. Management of all personnel functions, including professional development for the School Administrator and all instructional personnel and the personnel functions outlined in Article VI;
3. Operation of the school building designated by the Academy Board and the installation of technology integral to school design.
4. All aspects of the Academy's business administration;
5. The provision of food service for the Academy; and
6. Any other function necessary or expedient for the Academy's administration.

D. Subcontracts. NUL reserves the right to subcontract any and all aspects of services it agrees to provide to the Academy, including, but not limited to food service. However, NUL shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with the Academy Board's prior written approval.

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F. Student Recruitment. The parties shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies. Students shall be selected in accordance with the procedures set forth in Contract and in compliance with the Code and other applicable law.

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imposed upon the Academy under the Code and the Contract (unless such requirements are or have been waived) and (iii) the Academy Goals.

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I. Rules & Procedures. NUL shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures as are adopted by the Academy Board.

J. School Year and School Day. The school year and the school day shall be as provided in the application for the Contract submitted to and approved by the Authorizer Board.

K. Authority. NUL shall have the authority and power necessary to undertake its responsibilities under this Agreement except in the case(s) wherein such power may not be delegated by law.

L. Compliance With Applicable Law and the Contract. In carrying out its responsibilities hereunder, NUL shall observe and comply with, and cooperate with the Academy Board and its Contract Administrator in complying with the Applicable Law, including without limitation the laws referenced in Section 503(6) of the Code. NUL agrees to perform its duties and responsibilities under this Agreement in a manner consistent with the PSAD's obligations under the Contract issued by the Authorizer Board. The provisions of the Contract shall supersede any competing or conflicting provisions contained in this Agreement.

M. Building Facilities. The Academy High School, Middle School; Elementary I and Elementary II will be operated in separate building facilities.

1. The High School aspect of the Academy will be located at 600 Antoinette, Detroit, Michigan 48202, pursuant to a Lease dated June 4, 2003 between the Thompson Educational Foundation and the PSAD, as successor by merger to the University Preparatory Academy, and pursuant to executed landlord consents to extend the lease tenancy dated August 5, 2008 until the lease is reformed. TEF-ONE, LLC, a single member limited liability company whose single member is the Thomson Educational Foundation, will lease the facility to NUL which will in turn sublease the facility to the Public School Academies of Detroit for nominal rent as an express condition to this Agreement. TEF ONE, LLC will sublease the building facility to NUL for a nominal amount, and NUL is obligated to provide the building facility at no additional expense to the PSAD for the operation of the Academy's High School.

2. The Middle School aspect of the Academy will be located at 5300 and 5310 St. Antoine, Detroit, Michigan 48202, pursuant to a Lease between the Thompson Educational Foundation and the Public School Academies of Detroit, as successor by merger to the University Preparatory Academy, and pursuant to executed landlord consents to extend the lease tenancy dated August 5, 2008 until the lease is reformed. TEF TWO, LLC, a single member limited liability company whose single member is the Thompson Educational Foundation. TEF TWO, LLC will sublease the building facility to NUL for a nominal amount,

and NUL is obligated to provide the building facility at no additional expense to PSAD for the operation of the Academy's Middle School.

3. The Elementary I aspect of the Academy will be located at 957 Holden, Detroit, Michigan 48202. PSAD has subleased this facility from NUL Leasehold Holding I, Inc. pursuant to a sublease dated June 30, 2008. NUL Leasehold Holding I, Inc. is the tenant under a certain Leasehold Installment Purchase Financing Agreement dated as of March 1, 2006 which was assigned and assumed by NUL Leasehold Holding I, Inc pursuant to Omnibus Assignment dated June 30, 2008 and amended and restated pursuant to an Amended and Restated Leasehold Installment Purchase Financing Agreement dated as of June 30, 2008. NUL wholly owns NUL Leasehold Holding I, Inc. PSAD's sublease of Elementary I is a material term to this Agreement, and NUL is obligated to provide the building facility pursuant to the terms of the sublease.

4. The Elementary II aspect of the Academy will be located at 435 Amsterdam, Detroit, Michigan 48202, pursuant to a Lease between TEF-FOUR, LLC and an entity related to New Urban Learning located 600 Antoinette, Detroit, Michigan 48202. TEF FOUR, LLC is a single member limited liability company whose single member is the Thompson Educational Foundation. NUL is compelled through this Agreement to grant a Right of Entry in accordance with the provisions of Article III, Section N, to Elementary II to provide the building facility at no additional expense to the PSAD for the operation of Elementary II.

N. Right of Entry. Pursuant to Article III, Section M(4), of this Agreement, the NUL grants to the Academy and its agents, employees, and invitees, unconditional permission for the term of this Agreement to enter upon and use the property and building facilities located at 435 Amsterdam, Detroit, Michigan 48202 for the operation of the Elementary II aspect of the Academy for all purposes contemplated by the charter contract with GVSU, including permission to bring upon the property any and all materials, supplies and furniture required to operate Elementary II, and to conduct educational activities on the property, including without limitation, any and all activities which are principal, ancillary, customary and incidental to operating the Elementary II aspect of the Academy on the property. The operation of all activities upon the property and within the building facilities shall be done in accordance with all applicable laws, this Agreement, the charter contract with GVSU, and the Code..

ARTICLE IV

OBLIGATIONS OF THE ACADEMY BOARD

The Academy Board shall exercise good faith in adopting the recommendations of NUL including, but not limited to, NUL's recommendations concerning policies, rules, regulations, procedures, curriculum, and budgets.

ARTICLE V
COMPENSATION FOR SERVICES

A. Compensation for Services. The Academy shall pay NUL an annual fee not to exceed 3% of the state school aid that the Academy receives, directly or indirectly, from the State of Michigan pursuant to the State School Aid Act of the 1979, as amended, for the particular students enrolled in the Academy less the amount the Authorizer Board receives for its oversight responsibilities, as described in the contract. Such compensation will not preclude the payment of additional compensation if additional compensation is permitted or specified elsewhere in this Agreement or in any other agreements between the parties ("Additional Compensation"). Notwithstanding any other provision of the Agreement, the total annual management fee plus any Additional Compensation payable to NUL hereunder shall not exceed \$250,000, nor shall such total annual management fee plus any Additional Compensation be less than \$125,000, subject to change by agreement of the parties depending upon changes in annual enrollment.

B. Reasonable Compensation. The Academy acknowledges and agrees that compensation payable to NUL under this Agreement is reasonable compensation for the services to be rendered by NUL to the Academy under this Agreement. NUL's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the Academy's operation.

C. Payment of Costs. Except as otherwise provided in this Agreement, the Academy shall fully fund the budget the Academy Board approves for NUL's operation of the Academy. In addition to the Compensation described in paragraph A of this Article, NUL shall receive reimbursement from the Academy for all costs and expenses incurred and paid by NUL in providing the Educational Services, administrative services and other goods and services pursuant to this Agreement. Such costs include, but are not limited to, salaries for all personnel, curriculum materials, instructional materials, textbooks, library books, computer and other equipment, software, supplies, food services, transportation, special education, building payments, maintenance, capital improvements, psychological services and medical services. In paying costs and expenses on the Academy's behalf, NUL shall not charge an added fee unless such fee is approved in advance by the Academy Board and, provided further, that fees shall be considered Additional Compensation as defined in paragraph A of this Article V. The Academy Board may advance funds to NUL for such costs.

D. Time and Priority of Payment. The compensation due to NUL pursuant to Paragraph A of this Article shall be calculated for each school year at the same time as the State of Michigan calculates the State School Aid, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the State School Aid. NUL shall receive its compensation pursuant to Paragraph A of this Article in eleven (11) installments beginning in October of each academic year and ending in August of such academic year. Such installment amounts shall be due and payable within ten (10) days of receipt by the Academy of each of its State School Aid payments. Payments due and owing to NUL pursuant to Paragraph C of this Article shall be made by the Academy to NUL on the last day of each month.

E. The Academy shall satisfy its payment obligation under this Article to NUL in the following order of priority: (1) to reimburse NUL pursuant to Paragraph C of this Article for

sums due and owing for previous months; (2) to reimburse NUL pursuant to Paragraph C of this Article for sums due and owing for the current month; (3) to pay NUL pursuant to Paragraph A of this Article for installment payments due and owing for previous months; and (4) to pay NUL pursuant to Paragraph A of this Article for installment payments due and owing for the current month.

F. No Related Parties or Common Control. In interpreting this Agreement and in the provision of the required services, NUL shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. As required by the Academy's Articles of Incorporation and Bylaws, the Academy Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction it is agreed between the Academy and NUL that none of the voting power or the governing body of the Academy will be vested in NUL or its directors, members, managers, officers, shareholders and employees, and the Academy and NUL will not be related parties as defined in Treas. Reg. § 1.150-1 (b).

G. Other Revenue Sources. To supplement and enhance the State School Aid payments, and improve the quality of education at the Academy, the Academy and NUL shall endeavor to obtain revenue from other sources. In this regard:

1. The Academy may solicit and receive grants, and donations consistent with the Academy's mission;
2. The Academy and/or NUL may apply for and receive grant money, in the name of NUL or the Academy; and
3. To the extent permitted under the Code, NUL may charge fees to students for extra services such as summer programs and charge non Academy students who participate in such programs. Such fees shall be considered Additional Compensation as defined in paragraph A of this Article V.
4. All funds received by the Academy or by NUL on the Academy's behalf from such other revenue sources shall inure to and be deemed the Academy's property.

H. Start-up Funds. NUL and the Academy Board shall, in good faith, work together to identify and agree upon funding sources to be used to cover the Academy's start-up costs. The parties acknowledge that such costs may include expenses related to the development of a curriculum, technology system and school operations plan; recruiting, selecting and pre-service training of staff members; purchasing of instructional materials and supplies and other materials deemed necessary to initiate the Educational Program.

I. Other Public School Academies. The Academy acknowledges that NUL may enter into similar management agreements with other public school academies or traditional public schools in the future. NUL shall separately account for reimbursable expenses incurred on the Academy's behalf and other public school academies, and only charge the Academy for expenses incurred on the Academy's behalf. If NUL incurs reimbursable expenses on the Academy's behalf and other public school academies which are incapable of precise allocation

between such academies, the NUL shall allocate such expenses among all such academies, including the Academy, on a pro rata basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties.

J. Financial and Other Reporting. NUL shall provide the Academy with:

1. A projected annual budget prior to each academic year;
2. Detailed statements of all revenues received, from whatever source, with respect to the Academy, and detailed statements of all direct expenditures for services rendered to or on the Academy's behalf, whether incurred on-site or off-site, upon request;
3. Annual audits in compliance with state law and regulations showing the manner in which funds are spent at the Academy;
4. Quarterly detailed reporting of revenues and expenditures in the form of: detailed budget-to-actual and balance sheet;
5. Reports on Academy operations, finances and student performance, upon request, but not less frequently than four (4) times per year; and
6. Other information on a periodic basis to enable the Academy Board and the Contract Administrator to monitor NUL's educational performance and the efficiency of its operation of the Academy.

K. Access to Records. NUL shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of NUL, and retain all such records for a period of five (5) years from the close of the fiscal year to which such books, accounts, and records relate. NUL and the Academy shall maintain the proper confidentiality of personnel, students and other records as required by law. All Academy financial records retained by NUL shall be available to either the Academy or the Authorizer Board for inspection and copying upon reasonable request. NUL shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 14 of the Contract, available to the PSAD as deemed necessary by the PSAD Board in order to enable the PSAD to fully comply with Section 11.16 of the Contract.

L. Review of Budget. The Academy Board shall be responsible for reviewing, revising, and approving the Academy's annual budget proposed by NUL. NUL shall provide its budget information and other financial reports in a format required by the Academy Board or its Contract Administrator.

ARTICLE VI **PERSONNEL & TRAINING**

A. Personnel Responsibility. Subject to the Contract, NUL shall have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law.

B. School Administrator. Because the accountability of NUL to the Academy is an essential foundation of this partnership, and because the responsibility of the School Administrator of the Academy is critical to its success, NUL will have the authority, consistent with state law, to select and supervise the School Administrator and to hold him or her accountable for the Academy's success. The employment contract with the School Administrator, and the duties and compensation of the School Administrator, shall be determined by NUL. The School Administrator and NUL, in turn, will have similar authority to select and hold accountable the teachers in the Academy.

C. Teachers. NUL shall, consistent with the Education Program and within the parameters of approved Academy budgets, determine the number of teachers, and the applicable grade levels and subjects, required for the Academy's operation. NUL shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy. The curriculum taught by such teachers will be the curriculum agreed upon by the Academy Board and NUL, consistent with the Contract. Such teachers may, in NUL's discretion, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools operated by NUL in the future. Each teacher assigned to or retained by the Academy shall hold a valid teaching certificate issued by the state board of education under the Code, to the extent required under the Code.

D. Support Staff. NUL shall, consistent with the Education Program and within the parameters of approved Academy budgets, determine the number and functions of support staff required for the Academy's operation. NUL shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, in NUL's discretion work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such support staff may also work at other schools operated by NUL in the future.

E. Training. NUL shall provide training in its methods, curriculum, program, and technology, to all teaching personnel, on a regular and continuous basis. Non-instructional personnel shall receive such training as NUL determines as reasonable and necessary under the circumstances.

ARTICLE VII TERMINATION OF AGREEMENT

A. Termination by the Parties. Either party may terminate this Agreement without cause prior to the end of the Term by giving written notice of termination to the other party. If notice is given under this section, the termination shall become effective June 30 of the next calendar year. By way of example, if notice is given on December 31, 2008, the termination is effective June 30, 2009. If notice is given January 1, 2009, termination is effective June 30, 2010.

B. Termination Upon Revocation of Contract. If the Contract issued by the Authorizer Board is revoked or terminated, this Agreement shall automatically terminate on the same date as the Contract is revoked or terminated without further action of the parties.

C. Expiration. Upon expiration of this Agreement at the completion of the Term and where there is no renewal, NUL shall have the right to reclaim any usable property or equipment (e.g., including but not limited to desks, computers, copying machines, fax machines, telephones) as were purchased by or for the Academy by NUL at its cost or expense or for which NUL has not been reimbursed by PSAD, including but not limited to amounts paid pursuant to Article V. Fixtures and building alterations shall become the Academy's property.

D. Transition. In the event of termination of this Agreement for any reason by either party or upon revocation of the Contract as provided under Paragraph B before the end of this Agreement's term, NUL shall provide the Academy reasonable assistance for up to 90 days from and after the date of termination to assist in the transition.

ARTICLE VIII

PROPRIETARY INFORMATION

To the extent permitted by law, the Academy agrees that NUL shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by NUL, its employees, agents or subcontractors, or by any individual working for or supervised by NUL, which is developed during the working hours or during time for which the individual is being paid. NUL shall have the sole and exclusive right to license such materials for use by other school districts, public school academies, private schools, or customers or to modify and/or sell material to other schools and customers. During the Term, NUL may disclose such proprietary information, including that which is currently in existence as well as that which may be created in the future. Upon expiration of this Agreement, the Academy, however, may continue to use proprietary information developed on the Academy's behalf in the implementation of its ongoing educational program.

ARTICLE IX

INDEMNIFICATION

A. Indemnification of the Academy. NUL shall indemnify and save and hold the Academy and all of its employees, officers, directors, subcontractors and agents (collectively, employees) harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by NUL with any agreement, covenants, warranties or undertakings of NUL contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of NUL contained in or made pursuant to this Agreement. In addition, NUL shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the Academy.

B. Indemnification of NUL. To the extent permitted under applicable law, the Academy shall indemnify and save and hold NUL and all of its employees, officers, directors, subcontractors and agents (collectively, "employees") harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any claim that this Agreement or any part thereof is in violation of law; any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or

made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Academy contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse NUL for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to NUL.

C. Inability to Open School. Should either party fail to perform the obligations of this Agreement prior to the beginning of the first academic year contemplated under this Agreement, it shall hold the other harmless for the reasonable expenses incurred by that party in preparing for the opening of school operations, provided that such other party has substantially fulfilled all its obligations necessary to the performance, including but not limited to securing such waivers as may be necessary for NUL to be in operation and approving NUL's recommendation for selection of the Academy's school personnel.

D. Indemnification for Negligence. Each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which they may incur and which arise out of the negligence of the other party, or the negligence of the other party's trustees, directors, officers, employees, agents, or representatives.

E. Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the urban high school academy application, the University Board's consideration of or issuance of a Contract, the PSAD's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the PSAD or NUL, or which arise out of the failure of the PSAD to perform its obligations under the Charter issued to the PSAD by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

ARTICLE X **INSURANCE**

A. Insurance Coverage. NUL or a designated entity related to NUL, shall secure and maintain the normal general liability and umbrella insurance coverage's in the amounts required by the Contract, with coverage extending to the Academy High School, Middle School, Elementary I and Elementary II property and building facilities.

B. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

C. Cooperation. Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

ARTICLE XI

WARRANTIES AND REPRESENTATIONS

Each party represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

ARTICLE XII

ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Any and all disputes between the parties, concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons, including one person who is selected or recommended by the Authorizer Board, one person selected by the Academy Board and one person selected by NUL. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and arbitrator unanimously accept. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction.

ARTICLE XIII

MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and NUL on the subject matter hereof.

B. Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war or act of God.

C. Notices. All notices, demands, requests and consents under this Agreement shall be in writing, shall be delivered to each party and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

If to NUL:

New Urban Learning
600 Antoinette
Detroit, MI 48202

If to Academy:

Public School Academies of Detroit
Contract Administrator
P.O. Box 6349
Plymouth, MI 48170

D. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

E. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

F. Entire Agreement. This Agreement is the entire agreement between the parties relating to the services provided by the parties and the compensation to be paid for such services.

G. Non-Waiver. No failure to a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

H. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the state of Michigan.

The parties have executed this Agreement as of the day and year first above written.

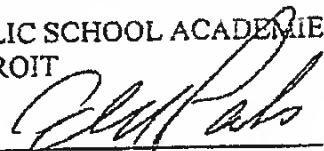
NEW URBAN LEARNING

By: 

Chairperson, Board of Directors

Date: 8/20/08

PUBLIC SCHOOL ACADEMIES OF
DETROIT

By: 

President, Board of Directors

Date: 8/20/08

DETROIT 28947-2 1051370-1



GRAND VALLEY
STATE UNIVERSITY

10 STRAIGHT STREET, S.W. • GRAND RAPIDS, MICHIGAN 49504
CHARTER SCHOOLS • 616-331-2240 • FAX: 616-331-2085

October 28, 2008

C. Gregory Olszta
Michigan Department of Education
Public School Academy Program
PO Box 30008
Lansing, Michigan 48909

In re: Public School Academies of Detroit

Dear Greg:

Enclosed is a copy of the Contract Administration Agreement between Thompson Educational Foundation and the Public School Academies of Detroit dated August 28, 2008.

This document should be filed behind Schedule 7 of the Contract between Grand Valley State University Board of Trustees and the Public School Academies of Detroit.

Sincerely,

Kristin Middendorf
Compliance Officer for Charter Schools
Grand Valley State University

CONTRACT ADMINISTRATION AGREEMENT

This Contract Administration Agreement (the "Agreement") is made and entered into as of the 28th day of August, 2008, by and between the **Thompson Educational Foundation** ("TEF"), a Michigan nonprofit corporation, and the **Public School Academies of Detroit**, a Michigan non-profit corporation (the "Academy") established and authorized to operate urban high school academies under a charter contract dated December 14, 2007, and as may be amended or restated, (the "Contract") issued by Grand Valley State University Board of Trustees (the "University Board") pursuant to Michigan's Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being MCL 380.1 to 380.1852 of the Michigan Compiled Laws (the "Code").

RECITALS

- A. TEF is the entity that applied for the Contract and is the applicant pursuant to MCL 380.529. The Contract authorizes TEF to undertake the activities under MCL 380.529.
- B. TEF shall serve as the contract administrator between the Academy and any educational management company (an "EMC") contracted by the Academy to operate one or more urban high school academies as permitted under the Code and the Contract.
- C. The Academy and TEF desire to create an enduring relationship whereby they will develop educational excellence at the urban high school academies.

THEREFORE, the parties mutually agree as follows:

ARTICLE I TERM

1.01. Term. This Agreement will become effective as of the date hereof and will remain in effect as long as the Contract is in effect.

ARTICLE II SERVICES PROVIDED

2.01. The Academy. The Academy Board of Directors shall retain all policy making functions and other legal responsibilities that cannot be delegated by contract or otherwise with respect to its urban high school academies.

2.02. TEF as the Applicant. The Academy acknowledges that pursuant to MCL 380.529, TEF, the entity that applied for the Contract, is authorized by the Authorizer to do any of the following activities in furtherance of the Academy's urban high school academies:

1. Participate in the recruiting, interviewing, and nominating process for

Academy Board members.

2. Conduct an independent educational review, on a periodic basis, to determine whether the Academy is successful in implementing the educational goals set forth in the Contract.
3. Serve as contract administrator between the Academy Board and any EMC contracted to operate an urban high school academy.
4. Make recommendations to the Authorizer and the Academy on how to improve the urban high school academies' operations.

2.03. TEF as the Contract Administrator. TEF shall be the contract administrator between the Academy Board of Directors and the EMCs of the urban high school academies. TEF shall supervise and report to the Academy Board on certain administrative operations concerning the urban high school academies, including but not limited to the following:

1. TEF will investigate and report to the Board regarding the selection, performance, and termination of the educational management companies ("EMCs") of the urban high school academies. The selection of EMCs includes due diligence, investigation, and reporting on prospective EMCs' educational curriculum, capacity to operate an urban high school academy, past experience, personnel assessments, financial resources, and compliance with statutory and Authorizer regulations and requirements. The investigation and reporting of EMC performance to the Academy Board by TEF includes the review of the respective EMC's compliance with the statutory, Contract, EMC contract, and lease requirements for the educational performance, reporting requirements, and financial practices. Where performance reviews, as well as input from the University Board's Charter Schools Office and other sources, indicate concerns about terminating an EMC, including the non-renewal of an EMC contract, TEF will investigate and report on findings and recommendations to the Academy Board on whether to terminate an EMC.
2. TEF will manage the Academy's real property interests in accordance with applicable law and Academy policies and direction. Each EMC will be expected to manage their respective urban high school academy facility and real property on a day-to-day basis in accordance with the planned lease and EMC contract obligations. This includes repairs, improvements, maintenance, insurance, utilities, and security. TEF is to periodically review such day-to-day operation to promote compliance with applicable law, lease, EMC contract obligations, and sound business practices. Where an EMC fails to adequately manage the day-to-day operations of the facility, TEF will recommend corrective action to the Academy Board. Where requested by the Academy, TEF will also conduct due diligence on

potential new sites for future urban high school academies and assist the Academy in gathering information to prepare a request to the University Board for an additional urban high school academy.

- 3 TEF will work with the EMCs, University Board's Charter Schools Office, and any advisory committees for the urban high school academies to better achieve the Academies' educational goals. Upon the Academy's request, TEF will compare and contrast best practices of administrative or educational operations of one or more urban high school academies for Academy Board's consideration to recommend that another urban high school academy EMC adopt certain best practices which have proven to be successful.
- 4 TEF will coordinate the provision of all administrative, budgetary, educational, and financial documentation for consideration, review, or approval by the Academy Board. When there is more than one urban high school authorized, TEF will work to coordinate each individual urban high school academy's budget, financial, and other reporting requirements into an overall Academy-wide report for the Academy Board's consideration. The Academy and TEF expect that each EMC and the respective urban high school academy will be responsible for the urban high school academy's educational, teaching, and instructional programs; budget; financial reports; technology; janitorial; transportation; and food services. Upon the Academy's request, TEF will coordinate and provide recommendations on how the EMCs and urban high school academies may better and more efficiently operate, especially as more urban high school academies are authorized.

2.04. Reporting. TEF will report to the Academy on a regular basis, or as requested by the Academy, on its activities conducted pursuant to this Agreement and the results of those activities. In addition, TEF will prepare all materials required by the Academy to perform its duties under this Agreement, the Contract and the Code.

2.05 Compliance with the Contract. TEF agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract. The provisions of the Contract shall supersede any competing or conflicting provisions in this Agreement

ARTICLE III RELATIONSHIP OF THE PARTIES

3.01. Status of the Parties. TEF is not a division or any part of the Academy. The Academy is a body corporate and a governmental agency authorized under the Code and is not a division or a part of TEF. TEF is the entity that applied to the Authorizer for the Contract and

will also serve as the contract administrator between the Academy and any EMC contracted to operate the urban high school academies as permitted under the Code. No employee of TEF will be considered an employee of the Academy by either party.

ARTICLE IV CONSIDERATION

4.01. Reimbursement of Costs. The Academy will reimburse TEF for all actual costs incurred and paid by TEF in providing administrative services in an annual amount not to exceed one percent (1%) of the state school aid that the Academy receives, directly or indirectly, from the state of Michigan pursuant to the State School Aid Act of 1979, as amended. TEF will be responsible for all actual costs incurred and paid by TEF in providing administrative services in an annual amount above one percent (1%) of the state school aid that the Academy receives, directly or indirectly from the state of Michigan pursuant to the State School Aid Act of 1979, as amended. Such costs include, but are not limited to, rent or lease payments and salaries of TEF employees and fees charged and expenses incurred by the EMCs that are paid for by TEF. TEF will not charge an added fee. TEF may waive any reimbursement at its sole discretion.

ARTICLE V TERMINATION OF AGREEMENT

5.01. Termination. If the Contract is revoked or terminated, this Agreement shall automatically terminate on the same date the Contract is revoked or termination without further action of the parties; otherwise, this Agreement may only be terminated by the Academy and TEF mutually agrees in writing to terminate this Agreement.

5.02. Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith.

5.03. Real and Personal Property. Upon termination, all real and personal property leased by TEF, or a TEF related entity, to the Academy will remain the real and personal property and leases of TEF or its related entity, and all other personal property purchased by TEF with TEF funds shall be the personal property of TEF.

ARTICLE VI INDEMNIFICATION

6.01. Indemnification of TEF. The Academy will indemnify, defend and save and hold TEF and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys fees and

costs) that may arise out of, or by reason of, any noncompliance by the Academy with the Contract, the Code, or any agreements, covenants, warranties or undertakings of the Academy in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of the Academy in or made pursuant to this Agreement. In addition, the Academy will reimburse TEF for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 6.01 may be met by the purchase of insurance pursuant to Article VII below.

6.02. Indemnification of the Academy. TEF will indemnify, defend and save and hold the Academy and its officers and directors, harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys fees and costs) that may arise out of, or by reason of, any noncompliance by TEF with any agreements, covenants, warranties or undertakings of TEF in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of TEF in or made pursuant to this Agreement. In addition, TEF will reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 6.02 may be met by the purchase of insurance pursuant to Article VII below.

6.03. Limitations of Liabilities. The Academy will assert all immunities and statutory limitations of liability in connection with any claims arising from its operations.

6.04 Indemnification of Grand Valley State University. The parties acknowledge and agree that the University Board, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless the University Board, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with the University Board's approval of the urban high school academy application, the University Board's consideration of or issuance of a charter contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or TEF, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by the University Board. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

6.06 Compliance with the Contract. TEF agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Contract issued by

the University Board. The provisions of the Contract shall supersede any competing or conflicting provisions contained in this Agreement.

ARTICLE VII INSURANCE

7.01. Insurance Coverage. The Academy will maintain general liability insurance and umbrella insurance coverage in the amounts required by the Contract. The Academy will comply with any information or reporting requirements applicable to the Academy with its insurer(s). The Academy and TEF may meet their respective indemnification requirements of Section 6.01 by the purchase of insurance.

7.02. Workers' Compensation Insurance. Each party will maintain workers' compensation insurance as required by law, covering its respective employees.

7.03 Cooperation. Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article VII. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

ARTICLE VIII WARRANTIES AND REPRESENTATIONS

8.01. Representations and Warranties of TEF. TEF represents and warrants to the Academy the following:

(a) TEF is a duly organized nonprofit corporation in good standing and is authorized to conduct business in the state of Michigan.

(b) To the best of its knowledge, TEF has the authority under the Code and other applicable laws and regulations to execute, deliver, perform this Agreement, and to incur the obligations provided for under this Agreement.

8.02 Representations and Warranties of the Academy. The Academy represents and warrants to TEF the following:

(a) The University Board has issued the Contract which (i) authorizes the Academy to operate and receive the state allocation, federal allocation and other revenues; (ii) approves the Academy's education program and other activities provided by an EMC; and (iii) vests the Academy with all powers necessary and desirable for carrying out any activities contemplated in this Agreement.

(b) The Academy has the authority under the Code and other applicable laws and regulations to contract with TEF to perform the administrative and all other services under

this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.

(c) The Academy's actions have been duly and validly authorized, and the Academy will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.

ARTICLE IX MISCELLANEOUS

9.01. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and TEF.

9.02. Force Majeure. Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike or other acts beyond its reasonable control.

9.03. Governing Law. The laws of the state of Michigan will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement.

9.04. Agreement in Entirety. This Agreement constitutes the entire agreement of the parties.

9.05. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument.

9.06. Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the parties are:

To

THOMPSON EDUCATIONAL FOUNDATION
P.O. Box 6349
Plymouth, Michigan 48170
Facsimile: 734.357.2147

To:

THE PUBLIC SCHOOL ACADEMIES OF DETROIT
Board President
500 Woodward Avenue, Ste. 4000
Detroit, Michigan 48226
Facsimile: 248 433 7274

9.07. Assignment. This Agreement will not be assigned by either party.

9.08. Amendment. This Agreement will not be altered, amended, modified or supplemented except in a written document signed by authorized officers of both the Academy and TEF, and shall be effective as of the date of the last signature on the written amendment_ unless disapproved by the University Board in accordance with the Contract

9.09. Waiver. No waiver of any provision of this Agreement will be deemed to be or will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

9.10. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement. To the extent that any of the services to be provided by TEF are found to be an invalid delegation of authority by the Academy, such services will be construed to be limited to the extent necessary to make the services valid and binding.

9.11. Successors and Assigns. Except as limited by Section 9.07 above, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

9.12. No Third Party Rights. This Agreement is made for the sole benefit of the Academy and TEF, and their successors and assigns. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either or them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

9.13. Survival of Termination. All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

THOMPSON EDUCATIONAL FOUNDATION,
a Michigan non-profit corporation

By: John B. Cleary
Its: D.R. Finance & Real Estate

PUBLIC SCHOOL ACADEMIES OF
DETROIT,
a Michigan non-profit corporation

By: Edith Paul
Its: President

31 00017111 28547-1 7812/848

CONTRACT ADMINISTRATION AGREEMENT

This Contract Administration Agreement (the "Agreement") is made and entered into as of the 28th day of August, 2008, by and between the **Thompson Educational Foundation** ("TEF"), a Michigan nonprofit corporation, and the **Public School Academies of Detroit**, a Michigan non-profit corporation (the "Academy") established and authorized to operate urban high school academies under a charter contract dated December 14, 2007, and as may be amended or restated, (the "Contract") issued by Grand Valley State University Board of Trustees (the "University Board") pursuant to Michigan's Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being MCL 380.1 to 380.1852 of the Michigan Compiled Laws (the "Code").

RECITALS

- A. TEF is the entity that applied for the Contract and is the applicant pursuant to MCL 380.529. The Contract authorizes TEF to undertake the activities under MCL 380.529.
- B. TEF shall serve as the contract administrator between the Academy and any educational management company (an "EMC") contracted by the Academy to operate one or more urban high school academies as permitted under the Code and the Contract.
- C. The Academy and TEF desire to create an enduring relationship whereby they will develop educational excellence at the urban high school academies.

THEREFORE, the parties mutually agree as follows:

ARTICLE I TERM

1.01. Term. This Agreement will become effective as of the date hereof and will remain in effect as long as the Contract is in effect.

ARTICLE II SERVICES PROVIDED

2.01 The Academy. The Academy Board of Directors shall retain all policy making functions and other legal responsibilities that cannot be delegated by contract or otherwise with respect to its urban high school academies.

2.02. TEF as the Applicant. The Academy acknowledges that pursuant to MCL 380.529, TEF, the entity that applied for the Contract, is authorized by the Authorizer to do any of the following activities in furtherance of the Academy's urban high school academies:

Participate in the recruiting, interviewing, and nominating process for

Academy Board members.

2. Conduct an independent educational review, on a periodic basis, to determine whether the Academy is successful in implementing the educational goals set forth in the Contract.
3. Serve as contract administrator between the Academy Board and any EMC contracted to operate an urban high school academy.
4. Make recommendations to the Authorizer and the Academy on how to improve the urban high school academies' operations.

2.03. TEF as the Contract Administrator. TEF shall be the contract administrator between the Academy Board of Directors and the EMCs of the urban high school academies. TEF shall supervise and report to the Academy Board on certain administrative operations concerning the urban high school academies, including but not limited to the following:

1. TEF will investigate and report to the Board regarding the selection, performance, and termination of the educational management companies ("EMCs") of the urban high school academies. The selection of EMCs includes due diligence, investigation, and reporting on prospective EMCs' educational curriculum, capacity to operate an urban high school academy, past experience, personnel assessments, financial resources, and compliance with statutory and Authorizer regulations and requirements. The investigation and reporting of EMC performance to the Academy Board by TEF includes the review of the respective EMC's compliance with the statutory, Contract, EMC contract, and lease requirements for the educational performance, reporting requirements, and financial practices. Where performance reviews, as well as input from the University Board's Charter Schools Office and other sources, indicate concerns about terminating an EMC, including the non-renewal of an EMC contract, TEF will investigate and report on findings and recommendations to the Academy Board on whether to terminate an EMC.
2. TEF will manage the Academy's real property interests in accordance with applicable law and Academy policies and direction. Each EMC will be expected to manage their respective urban high school academy facility and real property on a day-to-day basis in accordance with the planned lease and EMC contract obligations. This includes repairs, improvements, maintenance, insurance, utilities, and security. TEF is to periodically review such day-to-day operation to promote compliance with applicable law, lease, EMC contract obligations, and sound business practices. Where an EMC fails to adequately manage the day-to-day operations of the facility, TEF will recommend corrective action to the Academy Board. Where requested by the Academy, TEF will also conduct due diligence on

potential new sites for future urban high school academies and assist the Academy in gathering information to prepare a request to the University Board for an additional urban high school academy.

3. TEF will work with the EMCs, University Board's Charter Schools Office, and any advisory committees for the urban high school academies to better achieve the Academies' educational goals. Upon the Academy's request, TEF will compare and contrast best practices of administrative or educational operations of one or more urban high school academies for Academy Board's consideration to recommend that another urban high school academy EMC adopt certain best practices which have proven to be successful.
4. TEF will coordinate the provision of all administrative, budgetary, educational, and financial documentation for consideration, review, or approval by the Academy Board. When there is more than one urban high school authorized, TEF will work to coordinate each individual urban high school academy's budget, financial, and other reporting requirements into an overall Academy-wide report for the Academy Board's consideration. The Academy and TEF expect that each EMC and the respective urban high school academy will be responsible for the urban high school academy's educational, teaching, and instructional programs; budget; financial reports; technology; janitorial; transportation; and food services. Upon the Academy's request, TEF will coordinate and provide recommendations on how the EMCs and urban high school academies may better and more efficiently operate, especially as more urban high school academies are authorized.

2.04. Reporting. TEF will report to the Academy on a regular basis, or as requested by the Academy, on its activities conducted pursuant to this Agreement and the results of those activities. In addition, TEF will prepare all materials required by the Academy to perform its duties under this Agreement, the Contract and the Code.

2.05 Compliance with the Contract. TEF agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract. The provisions of the Contract shall supersede any competing or conflicting provisions in this Agreement

ARTICLE III RELATIONSHIP OF THE PARTIES

3.01. Status of the Parties. TEF is not a division or any part of the Academy. The Academy is a body corporate and a governmental agency authorized under the Code and is not a division or a part of TEF. TEF is the entity that applied to the Authorizer for the Contract and

will also serve as the contract administrator between the Academy and any EMC contracted to operate the urban high school academies as permitted under the Code. No employee of TEF will be considered an employee of the Academy by either party.

ARTICLE IV CONSIDERATION

4.01. Reimbursement of Costs. The Academy will reimburse TEF for all actual costs incurred and paid by TEF in providing administrative services in an annual amount not to exceed one percent (1%) of the state school aid that the Academy receives, directly or indirectly, from the state of Michigan pursuant to the State School Aid Act of 1979, as amended. TEF will be responsible for all actual costs incurred and paid by TEF in providing administrative services in an annual amount above one percent (1%) of the state school aid that the Academy receives, directly or indirectly from the state of Michigan pursuant to the State School Aid Act of 1979, as amended. Such costs include, but are not limited to, rent or lease payments and salaries of TEF employees and fees charged and expenses incurred by the EMCs that are paid for by TEF. TEF will not charge an added fee. TEF may waive any reimbursement at its sole discretion.

ARTICLE V TERMINATION OF AGREEMENT

5.01. Termination. If the Contract is revoked or terminated, this Agreement shall automatically terminate on the same date the Contract is revoked or termination without further action of the parties; otherwise, this Agreement may only be terminated by the Academy and TEF mutually agrees in writing to terminate this Agreement.

5.02. Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith.

5.03. Real and Personal Property. Upon termination, all real and personal property leased by TEF, or a TEF related entity, to the Academy will remain the real and personal property and leases of TEF or its related entity, and all other personal property purchased by TEF with TEF funds shall be the personal property of TEF.

ARTICLE VI INDEMNIFICATION

6.01. Indemnification of TEF. The Academy will indemnify, defend and save and hold TEF and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys fees and

costs) that may arise out of, or by reason of, any noncompliance by the Academy with the Contract, the Code, or any agreements, covenants, warranties or undertakings of the Academy in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of the Academy in or made pursuant to this Agreement. In addition, the Academy will reimburse TEF for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 6.01 may be met by the purchase of insurance pursuant to Article VII below.

6.02. Indemnification of the Academy. TEF will indemnify, defend and save and hold the Academy and its officers and directors, harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys fees and costs) that may arise out of, or by reason of, any noncompliance by TEF with any agreements, covenants, warranties or undertakings of TEF in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of TEF in or made pursuant to this Agreement. In addition, TEF will reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 6.02 may be met by the purchase of insurance pursuant to Article VII below.

6.03. Limitations of Liabilities. The Academy will assert all immunities and statutory limitations of liability in connection with any claims arising from its operations.

6.04 Indemnification of Grand Valley State University. The parties acknowledge and agree that the University Board, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless the University Board, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with the University Board's approval of the urban high school academy application, the University Board's consideration of or issuance of a charter contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or TEF, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by the University Board. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

6.06 Compliance with the Contract. TEF agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Contract issued by

the University Board. The provisions of the Contract shall supersede any competing or conflicting provisions contained in this Agreement.

ARTICLE VII INSURANCE

7.01. Insurance Coverage. The Academy will maintain general liability insurance and umbrella insurance coverage in the amounts required by the Contract. The Academy will comply with any information or reporting requirements applicable to the Academy with its insurer(s). The Academy and TEF may meet their respective indemnification requirements of Section 6.01 by the purchase of insurance.

7.02. Workers' Compensation Insurance. Each party will maintain workers' compensation insurance as required by law, covering its respective employees.

7.03. Cooperation. Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article VII. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

ARTICLE VIII WARRANTIES AND REPRESENTATIONS

8.01. Representations and Warranties of TEF. TEF represents and warrants to the Academy the following:

(a) TEF is a duly organized nonprofit corporation in good standing and is authorized to conduct business in the state of Michigan.

(b) To the best of its knowledge, TEF has the authority under the Code and other applicable laws and regulations to execute, deliver, perform this Agreement, and to incur the obligations provided for under this Agreement.

8.02. Representations and Warranties of the Academy. The Academy represents and warrants to TEF the following:

(a) The University Board has issued the Contract which (i) authorizes the Academy to operate and receive the state allocation, federal allocation and other revenues; (ii) approves the Academy's education program and other activities provided by an EMC; and (iii) vests the Academy with all powers necessary and desirable for carrying out any activities contemplated in this Agreement.

(b) The Academy has the authority under the Code and other applicable laws and regulations to contract with TEF to perform the administrative and all other services under

this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.

(c) The Academy's actions have been duly and validly authorized, and the Academy will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.

ARTICLE IX MISCELLANEOUS

9.01. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and TEF.

9.02. Force Majeure. Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike or other acts beyond its reasonable control.

9.03. Governing Law. The laws of the state of Michigan will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement.

9.04. Agreement in Entirety. This Agreement constitutes the entire agreement of the parties.

9.05. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument.

9.06. Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the parties are:

To

THOMPSON EDUCATIONAL FOUNDATION
P.O. Box 6349
Plymouth, Michigan 48170
Facsimile: 734.357.2147

To:

THE PUBLIC SCHOOL ACADEMIES OF DETROIT
Board President
500 Woodward Avenue, Ste. 4000
Detroit, Michigan 48226
Facsimile: 248 433 7274

9.07. Assignment. This Agreement will not be assigned by either party.

9.08. Amendment. This Agreement will not be altered, amended, modified or supplemented except in a written document signed by authorized officers of both the Academy and TEF, and shall be effective as of the date of the last signature on the written amendment_ unless disapproved by the University Board in accordance with the Contract

9.09. Waiver. No waiver of any provision of this Agreement will be deemed to be or will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

9.10. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement. To the extent that any of the services to be provided by TEF are found to be an invalid delegation of authority by the Academy, such services will be construed to be limited to the extent necessary to make the services valid and binding.

9.11. Successors and Assigns. Except as limited by Section 9.07 above, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

9.12. No Third Party Rights. This Agreement is made for the sole benefit of the Academy and TEF, and their successors and assigns. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either or them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

9.13. Survival of Termination. All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

THOMPSON EDUCATIONAL FOUNDATION,
a Michigan non-profit corporation

By: John B. Cleary
Its: V.P. - Finance & Real Estate

PUBLIC SCHOOL ACADEMIES OF
DETROIT,
a Michigan non-profit corporation

By: Edmund Park
Its: President

DI DONIFIELD 28947-1 786276-6

SCHEDULE 8

**UNIVERSITY PREPARATORY SCIENCE & MATH (UPSM):
SCHOOL INFORMATION AND SITE CONFIGURATION**

See enclosed notebook.

SCHEDULE 9

**UNIVERSITY PREPARATORY ACADEMY (UPA):
SCHOOL INFORMATION AND SITE CONFIGURATION**

See enclosed notebook.

SCHEDULE 10

**HENRY FORD ACADEMY: SCHOOL FOR CREATIVE STUDIES (HFA):
SCHOOL INFORMATION AND SITE CONFIGURATION**

See enclosed notebook.

SCHEDULE 11

TERM OF CONTRACT

The Academy is authorized to operate the following Schools on the dates set forth below:

- (1) University Preparatory Science and Math: **December 14, 2007;**
- (2) University Preparatory Academy: **July 1, 2008;** and
- (3) Henry Ford Academy: School for Creative Studies: **February 13, 2009.**

Miscellaneous Documents

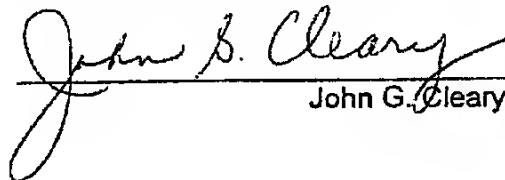
**THOMPSON EDUCATIONAL FOUNDATION
P.O. BOX 6349
PLYMOUTH, MICHIGAN 48170
(734) 414-0153**

December ^{5th} 2008

Grand Valley State University
10 Straight Street, SW, 205 FSS
Grand Rapids, MI 49504

To Whom It May Concern:

The Thompson Educational Foundation has committed financially to construct or renovate the buildings for the Henry Ford Academy School for Creative Studies.


John G. Cleary

BLOOMFIELD 38030-4 957765

Thompson Educational
FOUNDATION

November 21, 2008

Kristin Middendorf, Compliance Officer
Charter Schools Office
Grand Valley State University
10 Straight Street, SW, 205 FSS
Grand Rapids, MI 49504

Dear Kristin,


On September 30, 2008, TEF-SIX, LLC entered into a 19-year lease with Argonaut Building Master Tenant, LLC to occupy four floors, gymnasium, and required parking spaces for the Public School Academies of Detroit's Henry Ford Academy: School for Creative Studies Middle School and High School. This lease space is approximately 133,000 sq. ft. and will be in the completely renovated Argonaut Building in Detroit. This lease commences on July 17, 2009.

Also, on September 30, 2008, TEF-SIX entered into a sublease agreement with Creative Urban Education (CUE) to occupy the aforementioned space in the Argonaut Building. This lease commences on July 17, 2009.

TEF-SIX, LLC will be responsible for paying all base rent payments, while Creative Urban Education will be responsible for paying the operating costs. These operating costs, to be paid by CUE, are estimated to be approximately \$200,000 per year. The annual lease costs to TEF-SIX, LLC will be @1,035,366 per year.

If you require any additional information, please contact me at 248.921.4117.

Very truly yours,


John G. Cleary

Board Resolution 07-23
Comply with Contract

Public School Academies of Detroit

Detroit, Michigan

Resolution of the Public School Academies of Detroit Board of Directors

Upon motion of: Jean Baker
Seconded by: David Bing

BE IT RESOLVED, that the Academy Board affirms its ability to comply with all the terms and conditions of the charter contract with Grand Valley State University.

Secretary's Certification:

I certify that the Public School Academies of Detroit Board duly adopted the foregoing resolution at a properly noticed open meeting held on the 23rd day of October, 2007, at which a quorum was present.

By:


The Board Secretary

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 6 - 2005

NEW URBAN LEARNING
600 ANTOINETTE
DETROIT, MI 48202-0000

Employer Identification Number:
38-3502936
DLN:
17053001786095
Contact Person:
STEVE D DUVAL ID# 31535
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated October 2000, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:30 a.m. - 5:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL



MIKE COX
ATTORNEY GENERAL

P.O. Box 30214
LANSING, MICHIGAN 48909

April 10, 2008

James M. Chalifoux, Esq.
Dickinson Wright
500 Woodward Avenue, Suite 4000
Detroit, MI 48226-3425

Dear Mr. Chalifoux:

Re: Merger of University Preparatory Academy (T 38878) into
The Public School Academies of Detroit

The Attorney General's office has received your request to review the proposed merger of the above-captioned organizations. Please be advised that the Department of Attorney General does not object to the merger provided that approval of the merger is granted by the Board of Trustees of Grand Valley State University.

The non-objection is based upon the facts as you have represented them in materials disclosed to the office and is limited to that set of facts and to the named organizations. Additionally, because this organization will cease to exist as a result of the proposed merger, please be advised that the review performed by our office has been solely for purposes of determining compliance with the provisions of the Dissolution of Charitable Purpose Corporations Act, MCL 450.251 et seq. and in no way should be construed as an approval or review of the proposed merger for purposes of determining compliance with any other state or federal law.

Very truly yours,

A handwritten signature in black ink, appearing to read "Tracy A. Sonneborn".

Tracy A. Sonneborn
Assistant Attorney General
Charitable Trust Section
(517) 373-1152

TAS/db

s: ct correspondence/2008/apr/dapr/38878

December 7, 2007

Kristin Middendorf
Compliance Officer
Charter Schools Office
Grand Valley State University
10 Straight Street, SW, 205 FSS
Grand Rapids, MI 49504

Dear Kristin,

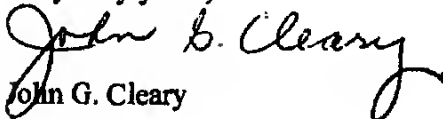
Per your e-mail request of December 6, 2007, a description of the second UPA Elementary School is as follows:

TEF-FOUR, LLC purchased, in September 2007, a 72,000 three-story parking garage to house the second elementary (UPA K-5 II). Approximately 14,000 square feet is unusable due to the existing concrete ramps, which will be simply sectioned off as storage areas. A 8,600 square foot addition, to house the gymnasium and school entrance connector, will also be constructed to attach to the former parking garage building, which will bring the total usable square footage to approximately 67,000. The location of the UPA K-5 II will be at 435 Amsterdam in Detroit, which is three blocks northeast of the UPA High School in the New Center area. Construction began in November 2007 and will be completed by June 2008, with school classes beginning in September 2008. The total cost of the UPA K-5 II is estimated to be \$10,000,000, which includes all hard and soft costs.

I have also included renderings and a site plan to further help you with your understanding of this facility.

Please do not hesitate to contact me for more information regarding this facility. My office number is 734.414.0153.

Very truly yours,


John G. Cleary

Enclosure

Cc: Peter H. Webster, Esq.

Board Resolution 07-22
New Urban Learning
University Prep Science and Math
Urban High School Academy

Public School Academies of Detroit

Detroit, Michigan

Resolution of the Public School Academies of Detroit Board of Directors

Upon motion of:
Seconded by:

JS BE IT RESOLVED, that the Academy Board approves and endorses New Urban Learning ^{and} the management company for the University Prep Science and Math urban high school academy, subject to approval of the authorizer Grand Valley State University and the Michigan Department of Education.

Secretary's Certification:

I certify that the Public School Academies of Detroit Board duly adopted the foregoing resolution at a properly noticed open meeting held on the 14th day of August, 2007, at which a quorum was present.

By: *John M. Williams*
The Board Secretary

SCHEDULE 9-1

EDUCATIONAL GOALS AND PROGRAMS

A. Mission

The general goals of University Preparatory Academy (UPA) are to ensure that UPA students develop academic and social competence to graduate from high school and be accepted into college, community college, or technical school. The educational services will be provided by Doug Ross' New Urban Learning Company. His contact information is as follows:

Doug Ross
New Urban Learning
600 Antoinette
Detroit, MI 48202
Dross@uprep.com
248.705.9750

B. Educational Goals

The Academies' educational goals are derived from its organizational purpose and mission. The academic and non-academic (behavioral) goals provide for the proposed program and describe desired outcomes that we hope to achieve. The Academies, together with the community and others, will provide students with opportunities and experiences to achieve academic and personal success in learning environments that are intellectually challenging, motivating, supporting and sustaining.

- Goal 1:** At least 90% of entering high school freshmen will graduate four (4) years later as measured by the state of Michigan's graduation rate calculation for high schools.
- Goal 2:** At least 90% of students graduating from high school will be enrolled in post-secondary studies within the 12 months following graduation. Post-secondary studies will include four-year colleges, community college Associate Degree and Occupational Certificate programs, technical colleges, apprenticeships, and the military.
- Goal 3:** The percentage of students proficient on the MEAP will be higher than that of the selected peer (currently Detroit Public Schools).
- Goal 4:** Using the University Charter Schools Office MEAP regression model, the Academy will score no lower than one-half of a standard deviation below the line of best fit after the first three (3) years of operation. The Academy's regression score will also be compared to schools with similar racial demographics.

Goal 5: The Academy will administer the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) and use it to assess annual growth in reading, language usage and math, in 6th through 8th grades or other tests and grades that are a part of the University Charter Schools Office program. Scores will be compared to national and University Charter School Office norms.

Goal 6: As provided by the Michigan Merit Exam, the average ACT composite score at the Academy will be higher than that of selected peer (currently Detroit Public Schools). The Academy's score will also be compared to schools with similar racial demographics.

Goal 7: Using the University Charter Schools Office ACT regression model, the Academy will score no lower than one-half of a standard deviation below the line of best fit after the first three (3) years of operation. The Academy's regression score will also be compared to schools with similar racial demographics.

C. Transportation

Like traditional magnet public schools, the Academy will not offer students transportation to and from school. The school will facilitate car pools among parents and work with private van services that offer families who cannot transport their children at a relatively low cost option.

The Academy will transport students on field trips using its own standard school bus, and will rely on contract with private van services to transport students to and from their internships and job shadows and, when needed, to and from courses at college and community college campuses in the Detroit area.

D. Food Service

The Academy will provide hot lunches for students, with a large number – 65 percent plus – eligible for free or subsidized federal lunches. The Academy will contract with private food services companies that prepare, deliver and serve meals.

SCHEDULE 9-2

CURRICULUM

Please see the attached curriculum descriptions.

Appendix III
Exhibit A
SCOPE AND SEQUENCE
English Language Arts
Primary Village

READING:

Kindergarten	First Grade
<p><u>Word Recognition and Word Study:</u></p> <ul style="list-style-type: none"> • Recognizes most letters of the alphabet • Understand the alphabetic principle (that sounds in words are expressed in letters) • Recognize that words are composed of sounds blended together • Reproduces sounds of letters • Rhymes and plays with the sound of words • Uses information from illustrations to identify words • Identifies words/ logos within the classroom and outside of school • Recognizes 10-15 Dolch words in reading and writing contexts • Asks the meaning of unknown words • Uses context to determine the meaning of unknown word <p><u>Fluency:</u></p> <ul style="list-style-type: none"> • Applies following aspects of fluency: automatic naming of letters, automatic association of letters and their sounds, automatic recognition of a few words in context and isolation, automatic understanding of concepts of print <p><u>Narrative Text:</u></p> <ul style="list-style-type: none"> • Identifies a variety of narrative genre including: stories, nursery rhymes, poetry, and songs • Discusses simple story elements including setting, characters and events • Explains how authors and illustrators use pictures and illustrations to support understanding of the characters and setting <p><u>Informational Text:</u></p> <ul style="list-style-type: none"> • Identifies different genre, including environmental text, concept books, picture books • With teacher help, discusses informational text patterns: sequential and descriptive • Explains how authors and illustrators use text features such as pictures and 	<p><u>Word Recognition and Word Study:</u></p> <ul style="list-style-type: none"> • Uses a variety of strategies to recognize words in isolation and in context: picture clues, phonics, structural clues (letter/sound association, onset and rimes, whole word chunks, word families, and diagraphs - th, ch, sh); syntactic clues (phrase or sentence arrangement); and semantic clues (meaning) • Recognizes 100-120 Dolch words and 95 common nouns • Uses prior knowledge, prediction, discuss with peers to determine meaning of words and phrases in context • Uses semantic and syntactic clues to determine meaning of unknown words <p><u>Fluency:</u></p> <ul style="list-style-type: none"> • Independently reads a variety of books at grade level with 95% accuracy and at an appropriate rate • Automatically recognizes identified grade 1 high frequency words in or out of context • Reads aloud using appropriate intonation, pauses, and emphasis • Uses punctuation cues <p><u>Narrative Text:</u></p> <ul style="list-style-type: none"> • Identifies story elements: characters, setting, sense of story - beginning(problem), middle (sequence of events), and end (solution) • Identifies variety of genre including: realistic fiction, fantasy and folktales • Identifies how authors/illustrators use transitional words (e.g. before, after, now, finally) to indicate a sequence of events <p><u>Informational Text:</u></p> <ul style="list-style-type: none"> • Identify informational genre including: simple how-to books and science and social studies magazines

drawings to enhance understanding

Comprehension:

- Independently reads books with predictable text and a direct correspondence between the text and pictures
- Listens to a variety of texts across genres, cultures and time periods
- Engages in shared reading with whole class and in small groups
- Recognizes that authors write the words and illustrators create the pictures
- Recall prior knowledge and personal experiences related to the topic
- Previews books before beginning reading and predicts what will happen
- Knows purpose for listening or reading
- Memorizes pattern books, poems and familiar books
- Identifies the pattern in pattern stories e.g. The Little Red Hen and The Gingerbread Man
- Demonstrates knowledge of books and print
- Uses picture clues to construct meaning of an unfamiliar story
- Responds to what is heard or read to make personal connections and share understandings (in drawing or verbal form)
- Identifies key ideas or points of view found in texts that address universal themes, such as friendship, pollution
- Retells a familiar story read to the student, including a beginning, middle and end
- Recalls the major ideas of an informational book, including the main idea and at least two facts
- Compares/contrasts stories, characters, settings, different versions of a story, books by same author
- Responds to questions which focus on story line and go beyond the text

Study Skills:

- Recognizes text features, i.e., illustrations, title, author's name, illustrator's name

Attitude:

- Shows pride in reading
- Seeks out opportunities to look at books

- Discusses informational book patterns: sequential and enumerative
- Explains how authors/illustrators use text features to enhance understanding (headings, titles, labeled photographs, illustrations)
- Responds to multiple texts by discussing, illustrating and/or writing to reflect, make connections, take a position, and share understanding

Comprehension:

- Independently reads a variety of books at grade level with expression and comprehension
- Reads and listens to a wide range of texts from across cultures, time periods and genre to broaden perspectives
- Self-monitors comprehension while reading and listening, using a variety of strategies to construct meaning (e.g. visualizing, predicting, making connections) Recognizes when meaning is breaking down
- Identifies variety of genre (fiction, non-fiction, poetry)
- Asks questions before, during and after reading
- Identifies major idea(s) in expository (informational) text
- Retells up to 3 important ideas and details of oral and written text in sequence
- Responds to multiple text types by discussing, illustrating, and/or writing in order to reflect, make meaning and make connections
- Discusses a variety of author's purposes (to inform, to entertain, to persuade)
- Compares/contrasts relationships among characters, different versions of a story, books by the same author, settings - to create deeper meaning
- Connects personal knowledge and experience to ideas in texts
- Responds to oral and written texts by extending, elaborating, and creatively representing the author's ideas.
- Discusses personal understanding of ideas and themes in texts to build new knowledge, to share personal connections, and to make plans

Study Skills:

- Reads and interprets graphic aids: illustrations, graphs, charts, tables, maps, globes
- Uses text features (e.g., illustrations, title/title page, enumerated pages, table of contents) to locate information and construct meaning
- Uses reference material: dictionary

Attitude:

- Exhibits positive attitude toward reading and confidence in own ability to read
- Chooses appropriate level books to read independently

WRITING

Kindergarten

Writing Genres

- Writes a brief personal narrative using pictures, words, word-like clusters and/or sentences as support
- Approximates poetry, using copy change and teacher guidance
- Writes a brief informational piece (e.g. page for a class book) using drawings, words, word-like clusters and/or sentences for support that is descriptive or explains something
- Writes for different purposes - notes for family and friends, makes lists, and signs
- Contributes to a class research project by adding relevant information to a class book (gathers information from teacher-supplied texts and uses writing process to develop the project)

Writing Process:

- Generates own ideas for writing
- Participates in pre-writing experiences, e.g. brainstorming, discusses ideas to write about
- Creates and communicates orally his/her own stories
- Writes independently to convey meaning (using a combination of semi-phonetic invented spelling and words known or copied)
- Revises own writing by reading it to peers, requesting suggestions and clarifications that support meaning
- Uses computer for writing

Personal Style:

- Shows originality in oral, written and visual messages including narrative (natural language, expressed sentiment, original ideas) and informational (listing, naming, describing)

First Grade

Writing Genres

- Writes a personal narrative using illustrations and transitional words (before, after, now, finally) to indicate sequence of events, sense of story (beginning, middle and end) and physical features of characters
- Writes for different purposes, e.g. science journals, notes to family and friends, directions
- Approximates poetry based on reading wide variety of grade level appropriate poetry
- Writes an informational piece that addresses a focus question (e.g. What is a family?) using descriptive language, enumerative language, and sequence patterns that may include headings, titles, labels, photographs, or illustrations to enhance understanding of central ideas
- Uses a teacher selected topic to write a research question, locate and begin to gather information from teacher-gathered sources, organize information and use steps in the writing process to approximate a published piece.

Writing Process:

- Focuses writing by identifying occasion, audience and purpose
- Uses specific strategies including graphic organizers when planning narrative and informational text
- Employs a wide range of strategies while writing, e.g., maps ideas, reads writing aloud, adds words
- Generates ideas, drafts and publishes different forms of written expression
- Rereads own writing to clarify meaning and attempts revision, with guidance
- Reads work aloud and revises meaning for the intended audience (such as using strong verbs, precise nouns, or adding needed information)
- Individually and in groups, attempts to edit writing by using grade appropriate resources (word wall, class-developed checklist)
- Writes 3 or more connected sentences with grade appropriate grammar, usage, mechanics and temporary spellings that reflect a close approximation of the sequence of sounds in the word
- Discusses and imitates models of quality text

Personal Style:

- Demonstrates personal style in narrative pieces by use of natural language, specific action, and emotion
- Demonstrates personal style in informational pieces by use of sequence, specific vocabulary and visual representation

<p><u>Grammar and Usage:</u></p> <ul style="list-style-type: none"> • None <p><u>Spelling:</u></p> <ul style="list-style-type: none"> • Spells 18 frequently used and personally meaningful words correctly • For other words, relies on structural cues (beginning and ending sounds) and/or environmental resources (word wall, word lists) <p><u>Handwriting:</u></p> <ul style="list-style-type: none"> • Forms upper and lower case letters • Leaves spaces between words and word-like clusters of letters • Writes from left to right and top to bottom <p><u>Writing Attitude:</u></p> <ul style="list-style-type: none"> • Is enthusiastic about writing and learning to write • Shows pride in own writing • Seeks out opportunities to write, independent of teacher 	<p><u>Grammar and Usage:</u></p> <ul style="list-style-type: none"> • Uses complete simple sentences that begin with a capital letter and end with a period, question mark, or exclamation point <p><u>Spelling:</u></p> <ul style="list-style-type: none"> • Spells frequently encountered one-syllable words from common word families correctly • For other words, uses structural cues (letter/sound, rimes) and environmental sources (word walls, word lists) <p><u>Handwriting:</u></p> <ul style="list-style-type: none"> • Writes upper and lower case manuscript letters legibly <p><u>Writing Attitude:</u></p> <ul style="list-style-type: none"> • Is enthusiastic about writing and learning how to write • Exhibits a positive view of own writing • Writes with confidence
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READING

Second Grade	Third Grade
<p>Word Recognition and Word Study:</p> <ul style="list-style-type: none"> • Uses structural cues to recognize and decode words with long and short vowels, consonant digraphs and irregular vowels in isolation and in context (letter/sound, onset and rimes, whole word chunks, word families, long and short vowels, digraphs <i>wh</i> and <i>ph</i>, irregular vowels <i>ei</i>, <i>ie</i>, <i>ea</i>, <i>ue</i>) • Automatically recognizes grade 2 frequently encountered words in print in connected text and in isolation • Makes progress in recognizing the 220 Dolch basic sight word vocabulary and 95 common nouns • Makes progress in acquiring the Dolch First 1000 words for mastery in grade 5 • Uses strategies to identify unknown words and construct meaning (rereading, using context, increasing bank of sight words, subvocalizing) • Uses syntactic and semantic cues (reading context; picture clues; prefixes: <i>re-</i>, <i>un-</i>; suffixes: <i>-s</i>, <i>-ed</i>, <i>-ing</i>) to determine meaning of words in grade appropriate texts • Uses context clues, mental pictures, and questioning <p>Fluency:</p> <ul style="list-style-type: none"> • Reads aloud using proper intonation, pauses and emphasis • Uses punctuation cues (periods and question marks) • Independently reads unfamiliar text aloud with 95% accuracy in appropriately leveled books <p>Narrative Text:</p> <ul style="list-style-type: none"> • Discusses and describes the similarities of plot and character in literature and other texts from around the world that have been recognized for quality and literary merit • Identifies and describes a variety of genre including poetry, fantasy, legends, and drama • Identifies and describes characters' actions and motivations, setting (time and place), problem/solution, and sequence of events • Identifies and explains how authors/illustrators use literary devices such as illustrations to depict major story events, title, and comparisons (metaphor/simile) to reveal characters' thoughts and actions • Responds to multiple texts by discussing, illustrating and/or writing to reflect, make connections, take a position, and share understanding 	<p>Word Recognition and Word Study:</p> <ul style="list-style-type: none"> • Uses letter and word level clues, semantic and syntactic cues to recognize words and is able to recognize frequently encountered words out of context • Uses structural, semantic and syntactic cues to automatically read frequently encountered words, unknown words, and decide meaning including multiple meaning words (e.g., letter/sound, rimes, base words, suffixes) • Knows the meanings of words encountered frequently in grade level reading and oral language contexts • Recognizes the 220 Dolch basic sight words and 95 common nouns • Makes progress in acquiring the Dolch First 1000 words for mastery in grade 5 • Acquires and applies strategies to construct meaning, self-monitor and identify unknown words or word parts e.g., (predict and self-correct) • Determines the meaning of words and phrases in context, (e.g., synonyms, homonyms, multiple meaning words) using strategies and resources (e.g., context clues, concept mapping, dictionary) <p>Fluency:</p> <ul style="list-style-type: none"> • Applies the following aspects of fluency: pauses and emphasis, punctuation cues, intonation, and recognition of identified grade level specific words and sight words while reading aloud a familiar grade level text <p>Narrative Text:</p> <ul style="list-style-type: none"> • Explains how characters in literature and other texts express attitudes about one another in familiar classic and contemporary literature recognized for quality and literary merit • Identifies and describes a variety of narrative genre including folktales, fables and realistic fiction • Identifies and describes characters' thoughts and motivations, story level themes (e.g. good vs. evil), main idea, and lesson/moral (e.g., fable) in narrative text • Explains how authors/illustrators use literary devices such as prediction, personification, point of view to develop a story level theme, depict the setting, and reveal how thoughts and actions convey important character traits across a variety of text

<p>Informational Text:</p> <ul style="list-style-type: none"> Identifies and describes a variety of informational genre including how-to books, personal correspondence, science and social studies magazines Discusses informational text patterns (sequential and enumerative) Explains how authors/illustrators use text features to enhance the understanding of key and supporting ideas (boldface type, graphs, maps, diagrams, and charts) Responds to multiple texts read by discussing, illustrating and/or writing to reflect, make connections, take a position, and share understanding <p>Comprehension:</p> <ul style="list-style-type: none"> Connects personal knowledge, experience and understanding of others to ideas in texts through oral and written response Retells the main idea(s) and relevant details of grade appropriate narrative and informational texts Makes text-to-text and text-to-self connections and comparisons Compares and contrasts relationships among characters, events and key ideas within and across texts to create deeper understanding Maps story elements across texts Graphically represents key ideas and details across texts Asks questions before, during and after reading Acquire and apply significant knowledge from what has been read in grade appropriate science, social studies and mathematics texts Self-monitors comprehension while reading grade appropriate texts Recognizes when meaning is breaking down; uses strategies to increase comprehension Makes credible predictions Makes inferences <p>Study Skills:</p> <ul style="list-style-type: none"> Summarizes what has been read Develops and discusses shared standards Begins to self-assess the qualities of personal or other written text with teacher guidance <p>Reading Attitude:</p> <ul style="list-style-type: none"> Demonstrates enthusiasm for reading and learning how to read Engages in substantial independent reading and writing during free time in school and at home 	<p>Informational Text:</p> <ul style="list-style-type: none"> Identifies and describe a variety of informational genre including textbooks, encyclopedia, and magazines Identifies informational text patterns including problem/solution, sequence, compare/contrast, and descriptive Explains how authors use titles, headings and subheadings, time lines, prefaces, indices, and table of contents to enhance understanding of supporting and key ideas <p>Comprehension:</p> <ul style="list-style-type: none"> Connects personal knowledge, experience, and understanding of the world to themes and perspectives in text through oral and written responses Retells the story elements of grade appropriate narrative text and major idea(s) of grade appropriate informational text with relevant details Compares and contrasts (oral and written) relationships among characters, events, and key ideas within and across texts to create a deeper understanding (e.g., a narrative to an informational text, a literature selection to a subject area text, an historical event to a current event) Applies significant knowledge from what is read in grade appropriate science and social studies texts <p>Study Skills:</p> <ul style="list-style-type: none"> Plans, monitors, regulates, and evaluates skills, strategies and processes to construct and convey meaning (e.g., decode unknown words, use graphic organizers to deepen understanding of problem and solution and organizational pattern) Develops, discusses, and applies individual and shared standards (e.g., student and class created rubrics), and begin to self-assess with teacher guidance the qualities of personal or other written text and the accuracy and quality of text <p>Reading Attitude:</p> <ul style="list-style-type: none"> Demonstrates enthusiasm about reading and learning how to read Does substantial reading and writing on own
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LISTENING AND SPEAKING

Second Grade	Third Grade
<p>Listening:</p> <ul style="list-style-type: none"> • Uses effective listening and viewing behaviors (eye contact, attentive, supportive) • Asks appropriate questions during a presentation or report • Listens to the comments of a peer and responds on topic and adds a connected idea • Follows three and four-step directions • Begins to evaluate the messages experienced in broadcast and print media • Distinguishes between fact and opinion <p>Speaking:</p> <ul style="list-style-type: none"> • Uses complex conjunctions such as although, instead of, so that • Uses nominative and objective case pronouns • Uses common grammatical structures including subject/verb agreement, pronoun/noun agreement • Explores and uses language to communicate effectively with a variety of audiences and for different purposes such as questions and answers, discussions, and social interactions • Uses appropriate tone of voice and intonation patterns in spoken informational and narrative presentations • Makes presentations in standard American English if it is their first language (Students whose first language is not English will present their work in their developing version of standard American English) • Demonstrates awareness that language differs from school and home as a function of linguistic and cultural group membership (Provides examples of language differences in the community.) • Engages in substantive conversations remaining focused on subject matter, with interchanges building on prior responses, and in the context of book discussions, peer conferencing, or other interactions • Plans and delivers presentations and reports using an informational organizational pattern (description, cause and effect, compare and contrast), using appropriate text features (illustrations, pictures), providing supportive facts and details to make a point reflecting the source of the information, using appropriate props, and maintaining appropriate intonation and tone of voice 	<p>Listening:</p> <ul style="list-style-type: none"> • Listens and interacts appropriately • Responds to questions providing an appropriate level of detail • Distinguishes between and explains how verbal and non-verbal strategies enhance understanding of spoken messages and promote effective listening behaviors • Is aware that the media has a role in focusing attention on events and in shaping opinions and recognizes the variables (e.g., mistakes, missteps) in the media • Retells what a speaker said by paraphrasing and explaining the gist or main idea, then extend by connecting and relating a personal experience <p>Speaking:</p> <ul style="list-style-type: none"> • Expresses time relationships using correct verb tenses • Adjusts use of language for different purposes and audiences: information, requests, discussion, presentations, playground, classroom interactions • Is aware of and appreciates the way in which language differs from neighborhood to neighborhood of the local community and is a function of linguistic and cultural group membership (Provides examples of language differences in the region.) • Engages in extended interactive discourse to socially construct meaning (e.g., book clubs or literature circles, partnerships, or other conversation protocols) • Plans and delivers presentations using an effective informational organizational pattern (e.g., descriptive, problem/solution, cause and effect), supportive facts, and details reflecting a variety of resources and varying the pace for effect.

WRITING

Second Grade	Third Grade
<p>Writing Genres:</p> <ul style="list-style-type: none"> Writes realistic fiction, fantasy and/or a personal narrative that depicts major story events, uses illustrations to match mood, and contains setting, problem/solution and sequenced events Approximates poetry based on reading a wide variety of grade appropriate published poetry Produces a magazine feature article using an organizational pattern such as description, enumeration, sequence, and compare/contrast that may include graphs, diagrams or charts to enhance understanding of central and key ideas Develops two research questions related to a teacher-selected topic With teacher assistance, gathers resources (electronic and/or print), organizes information using key ideas, and uses the writing process to produce and present the final product 	<p>Writing Genres:</p> <ul style="list-style-type: none"> Writes a narrative piece (e.g. fable, folktale, or realistic fiction) using personification, setting and actions and thoughts that reveal important character traits Writes poetry based on reading a wide variety of grade appropriate published poetry Writes a report demonstrating the understanding of central ideas and supporting details, using an effective organizational pattern (e.g., problem/solution) with a title, heading and subheadings, and a table of contents
<p>Writing Process:</p> <ul style="list-style-type: none"> Considers audience and purpose for writing Begins to use styles and patterns derived from studying authors Develops a plan for writing that may include graphic organizers that represent a specific organizational pattern (e.g., problem/solution, sequence, description, compare and contrast) Writes two paragraph clusters, each containing a main idea and some supporting details Writes in first and third person based on genre type and purpose Narrows a broad story idea to focus on only one aspect of the total idea Uses a sequenced organizational pattern with grade appropriate grammar, usage, mechanics and temporary spellings that reflect a close approximation of the sequence of sounds in the word Constructively and specifically responds to the writing of others Identifies sections of their own text that need revising using reorganization, additions, deletions, and appropriate use of transitions Uses revision strategies to make stylistic changes in content and form to suit intended purpose and audience Both individually and in groups, attempts to proofread and edit writing using appropriate resources including dictionaries and class-developed checklists 	<p>Writing Process:</p> <ul style="list-style-type: none"> Uses the writing process to produce and present a research project beginning with selecting a topic, initiating research questions from content area text, and using a variety of resources to gather and organize information Sets a purpose, considers audience, and replicates authors' styles when writing narrative or informational text Applies a variety of pre-writing strategies for both narrative and informational text (e.g., graphic organizers such as story maps, webs, Venn diagrams) in order to generate sequence, and structure ideas (e.g., sequence for beginning, middle, end; problem/solution; compare/contrast) Writes sentences varying in patterns and length to slow down or speed up reading and create a mood when writing a story Uses the compare and contrast, cause and effect, or problem/solution organizational pattern for informational writing Constructively and specifically responds orally to the writing of others by identifying sections of the text to improve sequence (e.g., arranging paragraphs, connecting main and supporting ideas, transitions) Edits and proofreads writing using appropriate resources (dictionary, spell check, writing references) and grade level appropriate checklist – individually and in groups
<p>Personal Style</p> <ul style="list-style-type: none"> Develops personal style in oral, written and visual messages – In narrative texts uses descriptive language, imagination, and varying sentence lengths, In 	<p>Personal Style:</p>

<p>informational texts – uses facts and draws effective conclusions</p> <p><u>Grammar and Usage:</u></p> <ul style="list-style-type: none"> • Correctly uses complete and compound sentences; nouns and verbs, commas, contractions, colons to denote time; capitalization <p><u>Spelling:</u></p> <ul style="list-style-type: none"> • Spells frequently encountered words (two-syllable words including common prefixes and suffixes) correctly. For less frequently encountered words, students will use structural cues (letter/sound, rimes) and environmental sources (word walls and word lists) <p><u>Handwriting:</u></p> <ul style="list-style-type: none"> • Fluently and legibly writes upper and lower case manuscript alphabet and begins to write using the cursive alphabet <p><u>Writing Attitude:</u></p> <ul style="list-style-type: none"> • Is enthusiastic about writing and learning to write 	<ul style="list-style-type: none"> • Exhibits individual style and voice to enhance written message (In narrative text – varied word choice and sentence structure, character description; In informational text – examples, transitions, grammar usage) <p><u>Grammar and Usage:</u></p> <ul style="list-style-type: none"> • Identifies and uses subjects and verbs that are in agreement; past verb tenses; nouns and possessives; commas in a series; begins use of quotation marks and capitalization in dialogue <p><u>Spelling:</u></p> <ul style="list-style-type: none"> • Spells frequently encountered words (e.g., multi-syllabic, r-controlled, most consonant blends, contractions, compound, common homophones) correctly.) For less frequently encountered words, uses structural cues (e.g., letter/sound, rimes, morphemic and environmental sources (word walls, word lists, dictionaries, spell checkers) <p><u>Handwriting:</u></p> <ul style="list-style-type: none"> • Writes the cursive alphabet <p><u>Writing Attitude:</u></p> <ul style="list-style-type: none"> • Is enthusiastic about writing and learning to write
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English Language Arts
Upper Village

READING

Fourth Grade	Fifth Grade
<p>Word Recognition and Word Study:</p> <ul style="list-style-type: none"> Explains how to use word structure, sentence structure and prediction to aid in decoding words and understanding the meaning of words encountered in text Uses structural, semantic and syntactic cues to automatically read frequently encountered words, decode unknown words and decide meaning, including multiple meaning words (e.g., letter/sound, rimes, base words, affixes, syllabication) Steadily increases the number of words automatically recognized throughout the year Knows the meaning of frequently encountered words in grade appropriate texts Acquires and applies strategies to construct meaning, self-monitor and identify unknown words or word parts (e.g. engage actively in reading a variety of genre; self-monitor and correct in narrative and informational texts; use thesaurus) Determines the meaning of words and phrases in context (e.g., similes, metaphors, content vocabulary) using strategies and resources (e.g., context clues, semantic feature analysis, thesaurus) <p>Narrative Text:</p> <ul style="list-style-type: none"> Describes and discusses the shared human experience depicted in classic and contemporary literature from around the world recognized for quality and literary merit Identifies and describes a variety of narrative genre (e.g. poetry, myths/legends, fantasy, adventure) Analyzes characters' thoughts and motivation through dialogue; various character roles and functions (e.g., hero, villain, narrator); knows first person point of view and conflict/resolution Explains how authors/illustrators use literary devices (i.e., flash forward, flashbacks, similes) to depict time, setting, conflicts, and resolutions that enhance the plot and create suspense across a variety of texts <p>Informational Text:</p> <ul style="list-style-type: none"> Identifies and explains the defining characteristics of informational genre (e.g., 	<p>Word Study:</p> <ul style="list-style-type: none"> Explains when to use and apply word structure, sentence structure, and prediction (semantics) to aid in decoding words and understanding meaning of words Uses structural, semantic, and syntactic cues to automatically read frequently encountered words, decode unknown words and decide meaning, including multiple meaning words (e.g., letter/sound, rimes, base words, affixes, syllabication) Steadily increases the number of words automatically recognized throughout the year Knows the meaning of frequently encountered words in grade appropriate texts Acquires and applies strategies to construct meaning, self-monitor and identify unknown words or word parts (e.g. analyze derivatives, define meanings of affixes, word origins) Fluently reads beginning grade level text and increasingly demanding text as the year proceeds Determines the meaning of words and phrases in context (e.g. symbols, idioms, recently-coined words) using strategies and resources (e.g., analogies, content glossaries, electronic resources) <p>Narrative Text:</p> <ul style="list-style-type: none"> Analyzes how characters and communities reflect life (in positive and negative ways) Analyzes elements and style of narrative genres (e.g., historical fiction, tall tales, science fiction, fantasy, mystery) Analyzes character traits and setting and how it defines characters/plot, the role of dialogue, how problems are resolved, and the climax of a plot Explains how authors/illustrators use literary devices (e.g., exaggeration, metaphor) to develop characters, themes, plot and functions of heroes, villains, and narrator across a variety of texts <p>Informational Text:</p>

<p>autobiography/biography, personal essay, almanac, newspaper)</p> <ul style="list-style-type: none"> Identifies and describes informational text patterns (e.g., compare/contrast, position/support, problem/solution) Explains how authors use appendices, headings and subheadings, marginal notes, keys and legends, figures and bibliographies to enhance understanding of supporting and key ideas <p>Comprehension:</p> <ul style="list-style-type: none"> Connects personal knowledge, experience and understanding of the world to themes and perspectives in text through oral and written responses Retells and summarizes grade appropriate narrative and informational texts Explains oral and written relationships among themes, ideas and characters within and across texts to create a deeper understanding (e.g., categorize and classify, compare and contrast, draw parallels across time and culture) Applies significant knowledge from what is read in grade level science and social studies texts Independently self-monitors comprehension when reading or listening to text by automatically using and discussing strategies used by mature readers to increase comprehension and engage in interpretive discussions (e.g., predicting, constructing mental images, representing ideas in text, questioning, rereading or listening again, inferring, summarizing) Plans, monitors, regulates, and evaluates skills, strategies and processes to construct and convey meaning (e.g., uses morphemic, syntactic, and semantic knowledge to decode unknown words, uses graphic organizers to deepen understanding of compare and contrast and sequence organizational patterns) <p>Study Skills:</p> <ul style="list-style-type: none"> Develops, discusses and applies individual and shared standards (e.g., student and class created rubrics) Begins to self-assess the quality, accuracy and relevance of personal or other written text <p>Reading Attitude</p> <ul style="list-style-type: none"> Is enthusiastic about reading and learning how to read Does substantial reading and writing on own 	<ul style="list-style-type: none"> Analyzes elements and style of informational genres (e.g., advertising, experiments, editorials, atlases) Identifies and describes informational text patterns (e.g., theory and evidence, compare/contrast, position/support, problem/solution) Explains how authors use time lines, graphs, charts, diagrams, tables of contents, indices, introductions, summaries and conclusions to enhance understanding of supporting and key ideas <p>Comprehension:</p> <ul style="list-style-type: none"> Connects personal knowledge, experience and understanding of the world to themes and perspectives in text through oral and written responses Retells and summarizes grade appropriate narrative and informational texts Analyzes oral and written global themes, universal truths, themes and principles within and across text to create a deeper understanding (e.g., draw conclusions, make inferences, synthesize) Applies significant knowledge from what is read in grade level social studies and science texts Independently self-monitors comprehension when reading or listening to text by automatically using and discussing strategies used by mature readers to increase comprehension and engage in interpretive discussions (e.g., predicting, constructing mental images, representing ideas in text, questioning, rereading or listening again, inferring, summarizing) Plans, monitors, regulates, and evaluates skills, strategies and processes to construct and convey meaning (e.g., uses a variety of morphemic, structural and context cues to decode unfamiliar words, select an appropriate text type from known genre for particular writing purposes, and use theory and evidence, cause and effect and persuasive organizational patterns appropriately) <p>Study Skills:</p> <ul style="list-style-type: none"> Develops, discusses and applies individual and shared standards (e.g., student and class created rubrics) to identify attainment of intended purpose, to interpret authors' viewpoints, and to determine effect on classroom or school-wide audiences <p>Reading Attitude:</p> <ul style="list-style-type: none"> Is enthusiastic about reading and learning how to read Does substantial reading and writing on own
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LISTENING AND SPEAKING

Fourth Grade	Fifth Grade
<p>Listening:</p> <ul style="list-style-type: none"> • Responds to questions, providing appropriate elaboration and detail • Listens and interacts appropriately in small and large group settings • Distinguishes between and explains how verbal and non-verbal strategies enhance understanding of spoken messages and promote effective listening behaviors • Recognizes and analyzes the various roles of the communication process (e.g., to persuade, critically analyze, flatter, explain, dare) in focusing attention on events and in shaping opinions • Combines skills to reveal strengthening literacy (e.g., reads and then analyzes in writing, listens and then gives an oral opinion) • Summarizes major ideas and evidence presented in spoken messages and formal presentations <p>Speaking:</p> <ul style="list-style-type: none"> • Expresses complex ideas • Adjusts use of language to communicate effectively with a variety of audiences and for different purposes (e.g., community-building, appreciation/invitations, cross-curricular discussions) • Makes presentations and reports in standard American English • Is aware that language differs from region to region of the country and as a function of linguistic and cultural group membership (They can provide examples of language differences in the United States). • Engages in extended, interactive discourse to socially construct meaning (e.g. book clubs, literature circles, partnerships or other conversation protocols) • Discusses narratives (e.g., mystery, myths and legends, tall tales, poetry) conveying the story grammar (i.e., various character roles, plot, story, level theme) and emphasizing facial expressions, hand gestures, and body language) • Plans and delivers presentations or reports focusing on a key question using an informational organizational structure (e.g., descriptive, problem/solution, cause and effect), supportive facts, and details reflecting and emphasizing facial expressions, hand gestures, and body language 	<p>Listening:</p> <ul style="list-style-type: none"> • Responds to multiple text types listened to or viewed by speaking, illustrating, and/or writing to clarify meaning, make connections, take a position, and show deep understanding without major misconceptions • Combines skills to reveal strengthening literacy (e.g., reads and then analyzes in writing, listens and then gives an oral opinion) • Goes beyond the information given by a speaker, making inferences and drawing appropriate conclusions <p>Speaking:</p> <ul style="list-style-type: none"> • Uses irregular verbs correctly • Adjusts use of language to communicate effectively with a variety of audiences and for different purposes (e.g., research, explanation, persuasion) • Uses varying modulation, volume, and pace of speech to indicate emotions, create excitement, and emphasize meaning when presenting spoken informational and narrative text • Makes presentations in standard American English • Is aware that language differs from early American history to current day America as a function of linguistic and cultural group membership (Provides examples of language differences throughout the growth of the United States)

WRITING

Fourth Grade	Fifth Grade
<p>Writing Genres:</p> <ul style="list-style-type: none"> Writes a narrative piece (e.g., myth/legend, fantasy, adventure) creating relationships among setting, characters, theme and plot Writes poetry based on reading a wide variety of grade appropriate published poetry Writes a comparative piece to demonstrate understanding of central ideas and supporting ideas using an effective organizational pattern (e.g. compare and contrast) and a boldface and/or italicized print Uses the writing process to produce and present a research project; finds and narrows research question; uses a variety of resources; takes notes, organizes relevant information to draw conclusions <p>Writing Process:</p> <ul style="list-style-type: none"> Sets a purpose, considers audience, and replicates authors' styles and patterns when writing narrative or informational text Applies a variety of drafting strategies for both narrative and informational texts (e.g., graphic organizers such as story maps, webs, Venn diagrams) in order to generate, sequence, and structure ideas (e.g. plot, connecting time, setting, conflicts, resolutions, definition/description, chronological order) Uses a variety of drafting techniques when writing an essay with connected, coherent and mechanically sound paragraphs Constructively and specifically responds orally to the writing of others by identifying sections of the text to improve organization (e.g., rearranging paragraphs and/or sequence, relating main and supporting ideas, using comparative transitions) Edits and proofreads writing using appropriate resources (e.g., dictionary, spell check, grammar check, grammar references, writing references) <p>Personal Style:</p> <ul style="list-style-type: none"> Exhibits individual style and voice to enhance the written message (e.g., in narrative text - strong verbs; figurative language; sensory images; in informational text - precision, established importance, transitions) 	<p>Writing Genres:</p> <ul style="list-style-type: none"> Writes a narrative piece (e.g., mystery, tall tale historical fiction), using time period and setting to enhance the plot; demonstrating roles and functions of heroes, villains and narrator; and depicting conflicts and resolutions Writes poetry based on reading a wide variety of grade appropriate published poetry Writes a position piece to demonstrate understanding of central ideas and supporting details (e.g., position/evidence organizational pattern) using multiple headings and subheadings Uses the writing process to produce and present a research project; narrows focus question, formulates hypothesis, uses a variety of resources to gather and organize information, organizes relevant information according to central ideas and supporting details <p>Writing Process:</p> <ul style="list-style-type: none"> Sets a purpose, considers audience, and replicates authors' styles and patterns when writing narrative or informational text Applies a variety of drafting strategies for both narrative and informational texts (e.g., graphic organizers such as story maps, webs, Venn diagrams) in order to generate, sequence, and structure ideas (e.g., role and relationships of characters, settings, ideas; relationship of theory and evidence, compare/contrast) Uses linguistic structures and textual features needed to clearly communicate ideas and information in written text with connected, coherent, mechanically sound paragraphs Constructively and specifically responds orally to the writing of others by identifying sections of the text to improve organization (e.g., position/evidence, flow of ideas, and craft such as titles, leads, endings and powerful verbs) Independently and collaboratively edits and proofreads writing using grade level checklists <p>Personal Style:</p> <ul style="list-style-type: none"> Exhibits individual style and voice to enhance the written message (e.g. in narrative text: personification, humor, element of surprise; in

Grammar and Usage:

- Uses simple and compound sentences; direct and indirect objects; prepositional phrases; adjectives, common and proper nouns as subjects and objects; pronouns as antecedents; regular and irregular verbs; hyphens between syllables, apostrophes in contractions; commas in salutations, to set off words, phrases and dialogue; and quotation marks or italics to identify titles or names

Spelling:

- Spells frequently encountered words (e.g., roots, inflections, prefixes, suffixes, multi-syllabic) correctly. For less frequently encountered words, uses structural cues (e.g., letter/sound, rimes, morphemic) and environmental sources (e.g., word walls, word lists, dictionaries, spell checkers)

Handwriting:

- Writes neatly and legibly

Writing Attitude

- Is enthusiastic about writing and learning to write

informational text: emotional appeal, strong opinion, credible support)

Grammar and Usage:

- Identifies and uses compound subjects and predicates, proper nouns and pronouns; articles; conjunctions; hyphens in compound and number words; commas between two independent clauses, to set off direct address, long phrases/clauses, to separate hours and minutes and to introduce a list

Spelling:

- Spells frequently encountered words (e.g., roots, inflections, prefixes, suffixes, multi-syllabic) correctly. For less frequently encountered words, uses structural cues (e.g., letter/sound, rimes, morphemic) and environmental sources (e.g., word walls, word lists, dictionaries, spell checkers)

Handwriting:

- Writes neatly and legibly

Writing Attitude:

- Is enthusiastic about writing and learning to write

SCOPE AND SEQUENCE
English Language Arts
University Preparatory Middle School

Sixth Grade	Seventh Grade	Eighth Grade
<p>Reading</p> <p><u>Word Study:</u></p> <ul style="list-style-type: none"> • Applies strategies to construct meaning and identify unknown words • Reads fluently increasingly demanding sixth grade level texts • Uses strategies (e.g. connotation and denotation) and authentic content-related resources to determine the meaning of words in context (regional idioms, content area vocabulary, technical terms) <p><u>Narrative Text:</u></p> <ul style="list-style-type: none"> • Describe how characters in classic and contemporary literature form opinions about one another • Analyzes elements and styles of narrative genre (e.g. folktales, fantasy, adventure, action) • Analyzes the role of dialogue, plot, characters, themes, major and minor characters, and climax 	<p>Reading</p> <p><u>Word Study:</u></p> <ul style="list-style-type: none"> • Applies strategies to construct meaning and identify unknown words • Reads fluently increasingly demanding seventh grade level texts • Uses strategies and authentic, content related resources to determine the meaning of words and phrases in context <p><u>Narrative Text:</u></p> <ul style="list-style-type: none"> • Identifies and discusses how the tensions among characters, communities, themes, and issues in classic and contemporary literature • Analyzes elements and style of narrative genre (e.g., mystery, poetry, memoir, drama, myths and legends) • Analyzes the role of antagonists, 	<p>Reading</p> <p><u>Word Study:</u></p> <ul style="list-style-type: none"> • meaning and identify unknown words • Reads fluently increasingly demanding eighth grade level texts • Uses strategies and authentic, content related resources to determine the meaning of words and phrases in context <p><u>Narrative Text:</u></p> <ul style="list-style-type: none"> • Investigates through classic and contemporary literature examples of distortion and stereotypes such as those associated with gender, race, age, culture, class, religion, and other individual differences • Analyzes elements and style of narrative genre (e.g., historical fiction, science fiction, realistic

<ul style="list-style-type: none"> Analyzes of authors use dialogue, imagery and understatement to develop plot <p><u>Informational Text:</u></p> <ul style="list-style-type: none"> Analyzes elements and style of informational genre (e.g. research report, how-to articles, essays) Analyzes organizational patterns Analyzes how authors use text features to enhance understanding of central, key and supporting ideas (e.g., footnotes, bibliographies, introductions, summaries, conclusions, appendices) <p><u>Comprehension:</u></p> <ul style="list-style-type: none"> Connects personal knowledge, experience, and understanding of the world to themes and perspectives in text Reads, retells, and summarizes grade appropriate narrative and 	<p>protagonists, internal and external conflicts and abstract themes</p> <ul style="list-style-type: none"> Analyzes author's craft (e.g., theme, antagonists, protagonists, over and understatement, exaggeration) <p><u>Informational Text:</u></p> <ul style="list-style-type: none"> Analyzes elements and styles of informational genre (e.g., persuasive essay, research report, brochure, personal correspondence, autobiography/biography) Analyzes organizational patterns Explains how authors use writer's craft and text features to enhance the understanding of central, key and supporting ideas <p><u>Comprehension:</u></p> <ul style="list-style-type: none"> Connects personal knowledge, experience, and understanding of the world to themes and perspectives in text Reads, retells, and summarizes grade appropriate narrative and 	<p>fiction)</p> <ul style="list-style-type: none"> Analyzes the role of rising and falling actions, minor characters in relation to conflict, and the credibility of the narrator Analyzes how authors use symbolism, imagery and consistency to develop credible narrators, rising and falling actions and minor characters <p><u>Informational Text:</u></p> <ul style="list-style-type: none"> Analyzes elements and styles of informational genre (e.g., comparative essays, newspaper writing, technical writing, persuasive essays) Analyzes organizational patterns Explains how authors use writer's craft and text features to enhance the understanding of central, key and supporting ideas <p><u>Comprehension:</u></p> <ul style="list-style-type: none"> Connects personal knowledge, experience, and understanding of the world to themes and perspectives in text Reads, retells, and summarizes grade appropriate narrative and
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<p>informational texts</p> <ul style="list-style-type: none"> • States global themes, universal truths, and principles within and across texts • Applies significant knowledge from what has been read in grade level appropriate science and social studies texts <p><u>Study Skills:</u></p> <ul style="list-style-type: none"> • Independently self-monitors comprehension when reading or listening by automatically applying strategies mature readers use to increase comprehension and engage in interpretive discussions • Plan, monitor, regulate and evaluate skills, strategies, and processes for their own reading comprehension by applying appropriate metacognitive skills (e.g., SQ3R, pattern guides, process of reading guides) • Compares the appropriateness of shared, individual and expert standards based on purpose, context and audience in order to assess their own work and the work of others 	<p>informational texts</p> <ul style="list-style-type: none"> • States global themes, universal truths, and principles within and across texts • Applies significant knowledge from what has been read in grade level appropriate science and social studies texts <p><u>Study Skills:</u></p> <ul style="list-style-type: none"> • Independently self-monitors comprehension when reading or listening by automatically applying strategies mature readers use to increase comprehension and engage in interpretive discussions • Plan, monitor, regulate and evaluate skills, strategies, and processes for their own reading comprehension by applying appropriate metacognitive skills (e.g., SQ3R, pattern guides, process of reading guides) • Analyzes the appropriateness of shared, individual and expert standards based on purpose, context and audience in order to assess their own work and the work of others 	<p>informational texts</p> <ul style="list-style-type: none"> • States global themes, universal truths, and principles within and across texts • Applies significant knowledge from what has been read in grade level appropriate science and social studies texts <p><u>Study Skills:</u></p> <ul style="list-style-type: none"> • Independently self-monitors comprehension when reading or listening by automatically applying strategies mature readers use to increase comprehension and engage in interpretive discussions • Plan, monitor, regulate and evaluate skills, strategies, and processes for their own reading comprehension by applying appropriate metacognitive skills (e.g., SQ3R, pattern guides, process of reading guides) • Evaluates the appropriateness of shared, individual and expert standards based on purpose, context and audience in order to assess their own work and the work of others
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<u>Reading Attitude:</u> <ul style="list-style-type: none"> Is enthusiastic about reading and does substantial reading on own 	<u>Reading Attitude:</u> <ul style="list-style-type: none"> Is enthusiastic about reading and does substantial reading on own 	<u>Reading Attitude:</u> <ul style="list-style-type: none"> Is enthusiastic about reading and does substantial reading on own
<u>Writing</u>	<u>Writing</u>	<u>Writing</u>
<u>Writing Genres:</u> <ul style="list-style-type: none"> Writes a cohesive narrative piece that includes elements of characterization for major and minor characters, internal or external conflict, and addresses issues of plot, theme and imagery Writes an essay for a real audience that includes organizational patterns that support key ideas Formulates research questions using multiple resources and perspectives that allows students to organize, analyze and explore problems and pose solutions that culminate in a presented, final project 	<u>Writing Genres:</u> <ul style="list-style-type: none"> Writes a coherent narrative piece that includes appropriate conventions to the genre Writes a research report for an authentic audience that includes appropriate organizational patterns, descriptive language and text features Formulates research questions using multiple resources, perspectives and arguments/counterarguments to develop a thesis statement that culminates in a final project 	<u>Writing Genres:</u> <ul style="list-style-type: none"> Writes a coherent narrative piece that includes appropriate conventions to the genre Writes an historical expository piece (journal, biography, simulated memoir) that includes appropriate organization, illustrations, marginal notes, and/or annotations Formulates research questions that demonstrate critical evaluation of multiple resources, perspectives, arguments and counterarguments that culminate in a presented, final project
<u>Writing Process:</u> <ul style="list-style-type: none"> Set a purpose, consider audience and replicate authors styles and patterns when writing narrative and informational text Applies a variety of pre-writing 	<u>Writing Process:</u> <ul style="list-style-type: none"> Set a purpose, consider audience and replicate authors styles and patterns when writing narrative and informational text Applies a variety of pre-writing 	<u>Writing Process:</u> <ul style="list-style-type: none"> Set a purpose, consider audience and replicate authors styles and patterns when writing narrative and informational text Applies a variety of pre-writing

<p>strategies for both narrative and informational text</p> <ul style="list-style-type: none"> • Reviews and revises drafts with audience and purpose in mind regarding consistent voice and genre characteristics • Writes for a specific purpose by using multiple paragraphs, sentence variety, and voice to meet the needs of an audience • Edits their writing using proofreaders' checklists both individually and in peer editing groups <p><u>Personal Style:</u></p> <ul style="list-style-type: none"> • Exhibits individual style to enhance written message <p><u>Grammar and Usage:</u></p> <ul style="list-style-type: none"> • In the context of their writing, uses style conventions and a variety of grammatical structures for specific purposes <p><u>Spelling:</u></p> <ul style="list-style-type: none"> • Spells frequently used words correctly in the context of own writing 	<p>strategies for both narrative and informational text</p> <ul style="list-style-type: none"> • Revises writing to reflect multiple perspectives for multiple purposes • Selects and uses titles, leads and endings to achieve a specific purpose for specific audiences • Edits writing using proofreaders' checklists both individually and in peer editing group <p><u>Personal Style:</u></p> <ul style="list-style-type: none"> • Exhibits individual style to enhance written message <p><u>Grammar and Usage:</u></p> <ul style="list-style-type: none"> • In the context of their writing, uses style conventions and a variety of grammatical structures for specific purposes <p><u>Spelling:</u></p> <ul style="list-style-type: none"> • Correctly spells the derivatives of bases and affixes in the context of own writing 	<p>strategies for both narrative and informational text</p> <ul style="list-style-type: none"> • Experiments with various ways of sequencing information (e.g., ordering arguments, chronologically, or by importance) • Reviews and revises compositions for coherence and consistency, regarding word choice, cause and effect, and style, and reads of work from another's perspective in the interest of clarity <p><u>Personal Style:</u></p> <ul style="list-style-type: none"> • Exhibits individual style to enhance written message <p><u>Grammar and Usage:</u></p> <ul style="list-style-type: none"> • In the context of their writing, uses style conventions and a variety of grammatical structures for specific purposes <p><u>Spelling:</u></p> <ul style="list-style-type: none"> • Uses correct spelling conventions in the context of own writing
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<p><u>Writing Attitude:</u></p> <ul style="list-style-type: none"> • Is enthusiastic about writing 	<p><u>Writing Attitude:</u></p> <ul style="list-style-type: none"> • Is enthusiastic about writing 	<p><u>Writing Attitude:</u></p> <ul style="list-style-type: none"> • Is enthusiastic about writing
<p>Speaking</p> <p><u>Conventions:</u></p> <ul style="list-style-type: none"> • Asks and responds to questions and remarks to engage the audience when presenting texts • Uses rhyme, rhythm, cadence and word play for effect when presenting • Presents work in standard American English <p><u>Discourse:</u></p> <ul style="list-style-type: none"> • Engages in interactive extended discourse to socially construct meaning • Discusses multiple text types in order to compare/contrast ideas, form, and style to evaluate quality and to identify personally with a universal theme • Discusses their written narratives that include a variety of literary and plot devices 	<p>Speaking</p> <p><u>Conventions:</u></p> <ul style="list-style-type: none"> • Uses specialized language related to a topic and selects words carefully to achieve precise meaning when presenting • Uses slang, dialect and colloquial language suitably to create interest and drama when presenting • Presents work in standard American English <p><u>Discourse:</u></p> <ul style="list-style-type: none"> • Engages in interactive extended discourse to socially construct meaning • Discusses multiple text types in order to anticipate and answer questions, offer opinions and solutions, and identify personally with a universal theme • Discusses their written narratives that include a variety of literary and plot devices 	<p>Speaking</p> <p><u>Conventions:</u></p> <ul style="list-style-type: none"> • Uses enunciation and stress to emphasize key ideas and concepts when presenting • Uses body language (e.g. posture, gestures and facial expression) tone of voice, and pace of speaking to enhance meaning and influence interpretation when presenting • Presents work in standard American English <p><u>Discourse:</u></p> <ul style="list-style-type: none"> • Engages in interactive extended discourse to socially construct meaning • Discusses multiple text types in order to anticipate and answer questions, offer opinions and solutions, and identify personally with a universal theme • Discusses their written narratives that include a variety of literary and plot devices

<ul style="list-style-type: none"> Plans a focused and coherent oral presentation using an informational text pattern; selects a focus question to address, and organizes the message to ensure that it matches the intent and the audience to which it will be delivered 	<ul style="list-style-type: none"> Plans a focused and coherent oral presentation that incorporates persuasive, non-verbal techniques (modulation of voice, inflection, tempo, enunciation, eye contact), is organized by a specific text pattern (theory and evidence, persuasion, sequence), and provides supporting details, explanations and descriptions supportive of the focus of the presentation and the background/interests of the audience 	<ul style="list-style-type: none"> Plan (outline including introduction, points to be made, a summary and effective conclusion) and deliver an informational presentation that incorporates precise, interesting and vivid language in the active voice, is organized logically to convey the message, includes persuasive non-verbal techniques, makes use of rhetorical strategies (e.g., supportive narratives, key information, vivid descriptions) to support the purpose of the presentation and to positively impact the intended audience
<p>Listening</p> <p><u>Conventions:</u></p> <ul style="list-style-type: none"> Responds to, evaluates and analyzes speeches and presentations delivered by peers Demonstrates the appropriate social skills of audience behavior during speeches and presentations 	<p>Listening</p> <p><u>Conventions:</u></p> <ul style="list-style-type: none"> Distinguishes facts from opinions and questions their validity during speeches and presentations delivered by peers Demonstrates the appropriate social skills of audience behavior during speeches and presentations 	<p>Listening</p> <p><u>Conventions:</u></p> <ul style="list-style-type: none"> Listens to and views a variety of peer speeches and presentations to analyze for key factors (e.g., main idea, significant details), fact and opinion, bias, propaganda, argumentation or support Demonstrates the appropriate social skills of audience behavior during speeches and presentations

<p><u>Response:</u></p> <ul style="list-style-type: none"> Summarizes takes notes on key points and asks clarifying questions Responds thoughtfully to both classic and contemporary texts recognized for quality and literary merit Identify a speaker's affective communications expressed through tone, mood, and emotional cues Relates a speaker's verbal communications Responds to multiple texts when listened to or viewed by speaking, illustrating, and/or writing in order to compare/contrast Responds to, evaluates and analyzes the credibility of a speaker who uses persuasion to affirm his/her point of view in a speech or presentation Identifies persuasive and propaganda techniques used in television, and identifies false and misleading information 	<p><u>Response:</u></p> <ul style="list-style-type: none"> Identifies, states, and reacts to a speaker's point of view and bias Responds thoughtfully to both classic and contemporary texts recognized for quality and literary merit Identifies a speaker's attitude towards a subject Asks probing questions of speakers Responds to multiple texts when listened to or viewed by speaking, illustrating and/or writing in order to anticipate and answer questions, determine personal and universal themes, and offer opinions and solutions Evaluates the credibility of a speaker by determining whether the speaker's point of view is biased or not Identifies persuasive and propaganda techniques and analyzes the effect of the view of images, text, and sound in the electronic media 	<p><u>Response:</u></p> <ul style="list-style-type: none"> Reacts to a speaker's intent and applies a speaker's reasoning to other situations and topics Responds thoughtfully to both classic and contemporary texts recognized for quality and literary merit Paraphrases a speaker's main ideas, purpose, and point of view, and asks relevant questions about the content, delivery and purpose of the presentation Responds to multiple texts when listened to or viewed by speaking, illustrating and/or writing in order to anticipate and answer questions, determine personal and universal themes, and offer opinions and solutions Evaluates the credibility of a speaker by determining whether the speaker may have hidden agendas or be otherwise biased Interprets and analyzes the various ways in which visual imagemakers communicate information and affect impressions and opinions
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SCOPE AND SEQUENCE

English Language Arts

University Preparatory High School

Reading:

- Uses reading for multiple purposes, such as enjoyment, learning complex procedures, completing technical tasks, making workplace decisions, evaluating and analyzing information and pursuing in-depth studies
- Reads with developing fluency a variety of texts, such as novels, poetry, drama, essays, research texts, technical manuals and documents
- Selectively uses the most effective strategies to construct meaning, such as generating questions, scanning, analyzing and evaluating specific information related to a research question, and deciding how to represent content through summarizing, clustering and mapping
- Selectively uses the most effective strategies to recognize words in constructing meaning, including the use of context clues, etymological study, and reference materials
- Responds personally, analytically and critically to a variety of oral, visual, written and electronic texts, providing examples of how texts influence own life and role in society

Writing:

- Writes fluently for multiple purposes to produce compositions, such as stories, poetry, personal narratives, editorials, research reports, persuasive essays, resumes and memos
- Recognizes and approximates authors' innovative techniques to convey meaning and influence an audience when composing their own texts. Examples include: experimentation with time, stream of consciousness, multiple perspectives and use of complex grammatical conventions
- Plans, drafts, revises and edits own texts and analyzes and critiques texts of others in such areas as purpose, effectiveness, cohesion and creativity
- Demonstrates precision in selecting appropriate language conventions when editing text. Examples include: complex grammatical constructions, sentence structures, punctuation and spelling
- Documents and enhances a developing voice with authentic writings for different audiences and purposes (e.g., portfolios, video productions, submissions for competitions or publications, individual introspections, and applications for employment

and higher education)	<ul style="list-style-type: none"> • Demonstrates flexibility in using strategies for planning, drafting, revising and editing complex texts in a variety of genre, and describes the relationship between form and meaning • Identifies and uses selectively mechanical constructions, conventional spelling) • Describes and uses characteristics of various narrative genre and complex elements of narrative technique to convey ideas and perspectives (e.g., symbol, motifs and function of minor characters in epics, satire and drama • Describes and uses characteristics of informational genre (e.g., manuals, briefings, documentaries, and research presentations) and complex elements of expository texts (e.g., thesis statement, supporting ideas, and authoritative and/or statistical evidence) to convey ideas
Literature:	<ul style="list-style-type: none"> • Selects, reads, listens to, views and responds thoughtfully to both classic and contemporary texts recognized for quality and literary merit • Describes and discusses archetypal human experiences that appear in literature and other texts from around the world • Analyzes how the tensions among characters, communities, themes and issues in literature and other texts reflect the substance of the human experience • Analyzes how cultures interact with one another in literature and other texts, and describes the consequences of the interaction as it relates to our common heritage • Analyzes and evaluates the authenticity of the portrayal of various societies and cultures in literature and other texts (e.g., critiques print and non-print accounts of historical and contemporary social issues)
Integrating Communication Processes:	<ul style="list-style-type: none"> • Integrates listening, viewing, speaking, reading and writing for multiple purposes and in varied contexts. Example: using all the language arts to complete and present a multi-media presentation on a national or international issue • Consistently uses strategies to regulate the effects of variables on the communication process (e.g., designing a communication environment for maximum impact on the receiver) • Reads and writes fluently, speaks confidently, listens and interacts appropriately, views critically and represents creatively in activities such as public speaking, demonstrating teamwork skills, formal debates, performing literature and interviewing for employment

- Consistently uses effective listening strategies (e.g., discriminating, assigning meaning, evaluating and remembering) and elements of effective speaking (e.g., message content, language choices, and audience analysis)
- Uses the most effective strategies to construct meaning while reading, listening to, viewing, or creating texts. Examples include: generating focus questions, deciding how to represent content through analyzing, clustering and mapping, and withholding personal bias while listening
- Determines the meaning of specialized vocabulary and concepts in oral, visual, and written texts by using a variety of resources, such as context, research, reference materials, and electronic sources
- Recognizes and uses varied innovative techniques to construct text, convey meaning and express feelings to influence an audience.
- Analyzes own responses to oral, visual, written and electronic texts, providing examples of how text affects own life, connects them with the contemporary world and transmits issues across time
- Demonstrates how language usage is related to successful communication in different spoken, written and visual communication contexts, such as job interviews, public speeches, debates and advertising
- Uses an understanding of how language patterns and vocabularies transmit culture and affect meaning in formal and informal situations. Example: identifies distinctions in the verbal and non-verbal communication behaviors of national or world leaders
- Explores and explains how the same words can have different usages and meanings in different contexts, cultures and communities
- Demonstrates ways in which communication can be influenced through world usage (e.g., propaganda, irony, parody, and satire)
- Recognizes and uses level of discourse appropriate for varied contexts, purposes, and audiences, including terminology specific to particular fields
- Identifies and uses aspects of the craft of the speaker, writer and illustrator to formulate and express ideas artistically (e.g., imagery, irony, multiple points of view, complex dialogue, aesthetics, and persuasive techniques
- Describes and uses the characteristics of various oral, visual, and written texts (e.g., debate, drama, primary documents, and documentaries) and the textual aids they employ (e.g., prefaces, appendices, lighting effects, and microfiche headings) to convey meaning and inspire audiences

Real Life Application:

- Uses themes and central ideas in literature and other texts to generate solutions and formulate perspectives on issues in own life
- Functions as a literate individual in varied contexts in and beyond the classroom (e.g. uses text resources while thinking

<p>creatively, making decisions, solving problems, and reasoning in complex situations</p> <ul style="list-style-type: none"> • Utilizes the persuasive power of text as an instrument of change in the community, the nation, and the world (e.g., identifying a community issue and designing an authentic project using oral, written, and visual texts to promote social action) • Generates questions about important issues that affect them or society, or topics about which they are curious; narrows the questions to a clear focus; and creates a thesis or a hypothesis • Determines, evaluates, and uses resources that are most appropriate and readily available for investigating a particular question or topic (e.g., knowledgeable people, field trips, prefaces, appendices, icons/headings, hypertext, menus and addresses, Internet and electronic mail, CD-ROM/laser disks, microfiche, and library and interlibrary catalogue databases) • Synthesizes and evaluates information to draw conclusions and implications based on own investigation of an issue or problem • Researches and selects the medium and format to be used to present conclusions based on the investigation of an issue or problem 	<p><u>problem (e.g., satire, parody, multimedia presentations, plays and mock trials)</u></p> <p><u>Study Skills:</u></p> <ul style="list-style-type: none"> • Assesses their use of elements of effective communication in personal, social, occupational, and civic contexts (e.g., use of pacing, repetition, and emotion) • Evaluates the power of using multiple voices in oral and written communication to persuade, inform, entertain, and inspire an audience • Analyzes the style and characteristics of authors, actors, and artists of classics and masterpieces to determine why these voices endure • Monitors progress while using a variety of strategies to overcome difficulties when constructing and conveying meaning, and demonstrates flexible use of strategies across a wide range of situations • Reflects on own understanding of literacy, assesses own developing ability, sets personal learning goals, creates strategies for attaining those goals, and takes responsibility for own literacy development • Analyzes and reflects on universal themes and substantive issues from oral, visual and written texts (e.g., human interaction with the environment, conflict and change, relationships with others, and self-discovery) • Synthesizes from multiple texts representing varied perspectives, and applies the principles and generalizations needed to investigate and confront complex issues and problems • Develops and extends a thesis by analyzing differing perspectives and resolving inconsistencies in logic in order to support a position • Applies sets of standards for individual use according to the purpose of the communication context (e.g., comparing and contrasting standards in the evaluation of a popular movie, television program, article, or presentation on the same topic)
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- Analyzes and applies individual, shared and academic standards in various contexts
- Uses literary history, tradition, theory, terminology, and other critical standards to develop and justify judgments about the craft and significance of oral, visual and written texts
- Creates a collection of personal work based on individual, shared and academic standards, justifying judgments about the craft and significance of each selection
- Applies diverse standards (e.g., rhetorical and societal) to evaluate whether a communication is truthful, responsible, and ethical for a specific context

Appendix IV
SCOPE AND SEQUENCE
Mathematics
Primary Village

Kindergarten	First Grade
<p>Numbers and Operations: Meaning, Notation, Place Value, and Comparisons</p> <ul style="list-style-type: none"> Counts whole numbers and recognizes how many objects are in sets to 30 Reads and writes numerals to 30 and connects them to the quantities they represent Uses one-to-one correspondences to compare and order sets of objects to 30 using the phrases: same number, more than, less than; uses counting and matching Compares and orders number to 30 using the phrases more than or less than Counts orally to 100 by ones. Counts to 30 by 2s, 5s, and 10s using grouped objects as needed Understands numbers to 30 as having one, two or three groups of ten and some ones. Counts by tens with objects in groups of ten to 100 Compose and decompose numbers from 2 to 10, e.g., $5=4+1$, $2+3$, with attention to the additive structure of numbers, e.g., 6 is 1 more than 5, 7 is one more than 6 Describes and makes drawings to represent situations/stories involving putting together and taking apart totals up to 10; uses finger and object counting Records mathematical thinking by writing simple addition and subtraction sentences, e.g., $2+5=7$ and $9-3=6$ Create, describe and extend simple number patterns 	<p>Numbers and Operations: Meaning, Notation, Place Value, and Comparisons</p> <ul style="list-style-type: none"> Counts to 110 by 2s, 5s, and 10s, starting from any number in the sequence; Counts to 500 by 100s and 10s; Uses ordinals to identify position in a sequence, e.g., 1st, 2nd, 3rd Read and writes numbers to 110 and relates them to the quantities they represent Orders numbers to 110; Compare using the phrases same as, more than, greater than, fewer than; Uses = symbol; Arranges small sets of numbers in increasing/decreasing order, e.g. write from smallest to largest: 15, 6, 27, 36 Identifies one more than/one less than, 10 more than/less than for any number up to 100 Understands that a number to the right of another number on a number line is bigger and that a number to the left is smaller Composes and decompose numbers to 30 including using bundles of tens and units, e.g. recognize 24 as 2 tens and 4 ones, 10 and 10 and 4, 20 and 4 and 24 ones Counts backwards by 1s, starting from any number between 1 and 100. Lists number facts (partners inside of numbers) for 2 through 10 Models addition and subtraction for numbers less than 20 for a given contextual situation using objects or pictures; explain it in words, record using numbers and symbols, solve. Compares two or more sets in terms of the difference in number of elements Understands the inverse relationship between addition and subtraction Apply knowledge of fact families to solve simple open sentences for addition and subtraction <p>Fluency with Operations and Estimation:</p> <ul style="list-style-type: none"> Knows all the addition facts up to 10+10 and solves related subtraction problems fluently Adds three one-digit numbers Mentally calculates sums and differences involving a two-digit number and a one-digit number without regrouping, a two-digit number and a multiple of 10 Computes sums and differences up to two-digit numbers using number facts and strategies, but no formal algorithm

<p>Measurement <u>Units and Systems of Measure:</u></p> <ul style="list-style-type: none"> • Compares two or more objects by length, weight and capacity (shorter, heavier, bigger) • Knows and uses common words for parts of the day (morning, afternoon, evening, night) and relative time (yesterday, today, tomorrow, last week, next year) • Identifies daily landmark times to the nearest hour (lunch is at 12 o'clock; bedtime is at 8 o'clock) <p><u>Techniques and Formulas for Measurement:</u></p> <ul style="list-style-type: none"> • Identifies tools that measure time (clocks measure hours and minutes; calendars measure days, weeks and months) <p>Problem-Solving:</p> <ul style="list-style-type: none"> • Compares length and weight of objects by comparing to reference objects, and use terms such as shorter, longer, taller, lighter, heavier 	<p>Measurement <u>Units and Systems of Measure:</u></p> <ul style="list-style-type: none"> • Measures length of objects using non-standard units (pencil lengths, hand-widths) to the nearest whole unit • Compares measured lengths using the words shorter, shortest, longer, longest, taller, tallest, etc. • Tells time on a twelve-hour clock face to the hour and half hour • Identifies different denominations of coins and bills • Matches one coin or bill of one denomination to an equivalent set of coins/bills of other denominations • Tells the amount of money in cents up to \$1, in dollars up to \$100 • Uses the symbols \$ and ¢ <p>Problem-Solving:</p> <ul style="list-style-type: none"> • Adds and subtracts money in dollars only or in cents only • Solve one-step word problems using addition and subtraction of length, money, and time, including "how much more/less" without mixing units
<p>Geometry <u>Geometric Shapes, Properties, and Mathematical Arguments:</u></p> <ul style="list-style-type: none"> • Recognizes familiar two-dimensional geometric shapes such as circle, square, triangle and rectangle • Relates familiar three-dimensional objects inside and outside the classroom to geometric names, e.g., ball/sphere, box/cube, soup can/cylinder, ice cream cone/cone, refrigerator/prism • Identifies, sorts and classifies objects by attribute and identifies objects that do not belong to a particular group • Creates, describes and extends a simple geometric pattern 	<p>Geometry <u>Geometric Shapes, Properties, and Mathematical Arguments:</u></p> <ul style="list-style-type: none"> • Creates common two-dimensional and three-dimensional shapes and describes their physical geometric attributes, such as color and shape <p><u>Location and Spatial Relationships:</u></p> <ul style="list-style-type: none"> • Describes relative position of objects on a plane and in space, using words such as above, below, behind, in front of <p><u>Spatial Reasoning and Geometric Modeling</u></p> <ul style="list-style-type: none"> • Creates and describes patterns, such as repeating patterns and growing patterns using number, shape and size • Distinguishes between repeating and growing patterns • Predicts the next element in a simple repeating pattern • Describes ways to get to the next element in simple repeating patterns
<p>Data and Probability</p> <ul style="list-style-type: none"> • Participates in gathering and sorting data in response to questions • Participates in conducting surveys to solve problems and answer questions • Makes a simple graph and shares information • Selects the category that has the most or fewest objects in a graph 	<p>Data and Probability</p> <ul style="list-style-type: none"> • Makes, counts, and uses tally marks • Collects and organizes data in pictograms • Reads and interprets pictograms

Second Grade	Third Grade
<p>Number and Operations:</p> <p><u>Counts, writes and orders whole numbers:</u></p> <ul style="list-style-type: none"> Counts to 1000 by 1s, 10s, and 100's starting from any number in the sequence Reads and writes numbers to 1000 in numerals and words, and relates them to the quantities they represent Compares and orders numbers to 1000, uses the symbols $>$ and $<$ Counts orally by 3's and 4's starting with 0, and by 2's, 5's and 10's starting from any number <p><u>Understands place value:</u></p> <ul style="list-style-type: none"> Expresses numbers up to 1000 using place value (e.g., 137 is 1 hundred, 3 tens and 7 ones); uses concrete materials <p><u>Adds and subtracts whole numbers:</u></p> <ul style="list-style-type: none"> Decomposes 100 into addition pairs (e.g., $100=99+1=98+2 \dots$) Finds the distance between numbers on the number line (e.g., how far is 79 from 267) Finds missing values in open sentences (e.g., $42+\square=57$, uses relationship between addition and subtraction) Given a contextual situation that involves addition and subtraction for numbers up to two digits, models using objects or pictures, explains in words, records using numbers and symbols, and solves Adds two numbers up to two digits each, fluently, using strategies including formal algorithms; subtracts two numbers up to two digits each fluently Estimates and calculates the sum of two numbers with three digits that do not require regrouping Calculates mentally sums and differences involving three-digit numbers and ones; three-digit numbers and tens; three-digit numbers and hundreds <p><u>Understands meaning of multiplication and division:</u></p> <ul style="list-style-type: none"> Understands that multiplication is the result of counting the total number of objects in a set of equal groups (e.g., 3×5 means the number of objects in 3 groups of 5 objects or $3 \times 5=5+5+5=15$) Represents multiplication using area and array models 	<p>Number and Operations:</p> <p><u>Understands and uses number notation and place value:</u></p> <ul style="list-style-type: none"> Reads and writes numbers to 10,000 in both numerals and words, and relates them to the quantities they represent (e.g., relates numerals or written word to a display of dots or objects) Recognizes and uses expanded notation for numbers using place value to 10,000s place Compares and orders numbers up to 10,000 <p><u>Counts in steps and understands even and odd numbers:</u></p> <ul style="list-style-type: none"> Counts orally by 6s, 7s, 8s and 9s starting with 0, making the connection between repeated addition and multiplication Knows that even numbers end in 0, 2, 4, 6, or 8; names a whole number quantity that can be shared in two equal groups or grouped into pairs with no remainders; recognizes even numbers as multiples of 2; knows that odd numbers end in 1, 3, 5, 7, and 9; works with patterns involving even and odd numbers <p><u>Adds and subtracts whole numbers:</u></p> <ul style="list-style-type: none"> Adds and subtracts two numbers fluently, including two-digit numbers with regrouping and up to four-digit numbers without regrouping Estimates the sum and difference of two numbers with three digits (sums up to 1,000) and judges reasonableness of estimates Uses mental strategies to fluently add and subtract two-digit numbers <p><u>Multiplication and division whole numbers:</u></p> <ul style="list-style-type: none"> Uses multiplication and division fact families to understand the inverse relationship of these two operations (e.g., because $3 \times 8=24$, we know that $24 \div 8=3$ or $24 \div 3=8$; expresses a multiplication statement as an equivalent division statement) Recognizes situations that can be solved using multiplication and

<ul style="list-style-type: none"> Understands division as another way of expressing multiplication, using fact families within the 5×5 multiplication table; emphasizes that division "undoes" multiplication (e.g., $2 \times 3 = 6$ can be rewritten as $6 \div 2 = 3$ or $6 \div 3 = 2$) Given a simple situation involving groups of equal size or of sharing equally, represents with objects, words and symbols and solves Develops strategies for fluently multiplying numbers up to 5×5 <p><u>Works with unit fractions:</u></p> <ul style="list-style-type: none"> Recognizes, names and represents commonly used unit fractions with denominators 12 or less; models $\frac{1}{2}$, $\frac{1}{3}$, and $\frac{1}{4}$ by folding strips Recognizes, names and writes commonly used fractions: $\frac{1}{2}$, $\frac{1}{3}$, $\frac{1}{4}$, $\frac{2}{3}$, $\frac{2}{4}$, $\frac{3}{4}$ Places 0 and halves on the number line; relates to a ruler For unit fractions from $\frac{1}{12}$ to $\frac{1}{2}$, understands the inverse relationship between the size of the denominator; compares unit fractions from $\frac{1}{12}$ to $\frac{1}{2}$ Recognizes that fractions such as $\frac{2}{2}$, $\frac{3}{3}$, and $\frac{4}{4}$ are equal to the whole (one) 	<p>division including finding "How many groups?" and "How many in a group?" and write mathematical statements for those situations</p> <ul style="list-style-type: none"> Finds products fluently up to 10×10; finds related quotients using multiplication and division Mentally calculates simple products and quotients up to a three-digit number by a one-digit number involving multiples of 10 (e.g., 500×6, or $400 \div 8$) Solves simple division problems involving remainders, viewing remainder as the "number left over" (less than the divisor), e.g., 4 children per group; we have 25 children; there are 6 groups with 1 child left over; interprets based on problem context <p><u>Problem-Solving with whole numbers:</u></p> <ul style="list-style-type: none"> Given problems that use any of the four operations with appropriate numbers, represents with objects, words (including "product" and "quotient") and mathematical statements, and solves <p><u>Understands simple fractions, relation to the whole, and addition and subtraction of fractions:</u></p> <ul style="list-style-type: none"> Understands that fractions may represent a portion of a whole unit that has been partitioned into parts of equal area or length; uses the terms "numerator" and "denominator" Recognizes, names, and uses equivalent fractions with denominators 2, 4, and 8, using strips as area models Places fractions with denominators of 2, 4, and 8 on the number line; relates the number line to a ruler; compares and orders up to three fractions with denominators 2, 4 and 8 Understands that any fraction can be written as a sum of unit fractions (e.g., $\frac{3}{4} = \frac{1}{4} + \frac{1}{4} + \frac{1}{4}$) Recognizes that addition and subtraction of fractions with equal denominators can be modeled by joining and taking away segments on the number line <p><u>Understands simple decimal fractions in relation to money:</u></p> <ul style="list-style-type: none"> Understands the meaning of \$0.50 and \$0.25 related to money (e.g., \$1.00 shared by two people means $\\$1.00 \div 2 = \frac{1}{2}$ dollar = \$0.50)
<p><u>Measurement</u></p> <p><u>Measures, adds and subtracts length:</u></p> <ul style="list-style-type: none"> Measures length in meters, centimeters, inches, feet and yards, approximating to the nearest whole unit, using abbreviations: cm, m, in, ft, yd Draws rectangles and triangles, and computes perimeters by adding lengths of sides, recognizing the meaning of perimeter Compares lengths; adds and subtracts lengths (no conversion of units) 	<p><u>Measurement</u></p> <p><u>Measures and uses units for length, weight, temperature and time:</u></p> <ul style="list-style-type: none"> Knows and uses common units of measurement in length, weight and time Measures in mixed units within the same measurement system for length, weight and time: feet and inches, meters and centimeters, kilograms and grams, pounds and ounces, liters and milliliters, hours

<p><u>Understand the concept of area:</u></p> <ul style="list-style-type: none"> Measures area using non-standard units to the nearest whole unit Finds the area of a rectangle with whole number side lengths by covering with unit squares and counting, or by using a grid of unit squares; writes the area as a product <p><u>Tells time and solves time problems:</u></p> <ul style="list-style-type: none"> Using both A.M. and P.M. tells and writes time from the clock face in 5 minute intervals and from digital clocks to the minute; interprets time both as minutes after the hour and minutes before the next hour Uses the concept of duration of time, e.g., determines what time it will be half an hour from 10:15 <p><u>Reads, adds and subtracts money:</u></p> <ul style="list-style-type: none"> Reads and writes amounts of money using decimal notations (e.g., \$1.15) Adds and subtracts money in mixed units (e.g., \$2.50 +60 cents and \$5.75-\$3 but not \$2.50 +\$3.10) <p><u>Reads thermometers:</u></p> <ul style="list-style-type: none"> Reads temperature using the scale on a thermometer in degrees Fahrenheit <p><u>Solves measurement problems:</u></p> <ul style="list-style-type: none"> Solves simple word problems involving length and money 	<ul style="list-style-type: none"> and minutes, minutes and seconds, years and months Understands relationships between sizes of standard units (e.g., feet and inches, meters and centimeters) Knows benchmark temperatures such as freezing (32°F, 0°C), boiling (212°F, 100°C) and compares temperatures to these, e.g., cooler, warmer <p><u>Understands meaning of area and perimeter and applies in problems:</u></p> <ul style="list-style-type: none"> Knows the definition of area and perimeter and calculates the perimeter of a square and rectangle given whole number side lengths Uses square units in calculating area by covering the region and counting the number of square units Distinguishes between units of length and area and chooses a unit appropriate in the context Visualizes and describes the relative sizes of one square inch and one square centimeter <p><u>Estimates perimeter and area:</u></p> <ul style="list-style-type: none"> Estimates the perimeter of a square and rectangle in inches and centimeters; estimates the area of a square and rectangle in square inches and square centimeters <p><u>Solves measurement problems:</u></p> <ul style="list-style-type: none"> Adds and subtracts lengths, weights and times using mixed units within the same measurement system Adds and subtracts money in dollars and cents Solves applied problems involving money, length and time Solves contextual problems about perimeters of rectangles and area of rectangular regions
<p>Geometry</p> <p><u>Identifies and describes shapes:</u></p> <ul style="list-style-type: none"> Identifies, describes and compares familiar two-dimensional and three-dimensional shapes, such as triangles, rectangles, squares, circles, semi-circles, spheres and rectangular prisms Explores and predicts the results of putting together and taking apart two-dimensional and three-dimensional shapes Distinguishes between curves and straight lines and between curved surfaces and flat surfaces Classifies familiar plane and solid objects (e.g., square, rectangle, rhombus, cube, pyramid, prism, cone, cylinder, and sphere, by common attributes such as shape, size, color, roundness, or number of corners and explain which attributes are being used for classification Recognizes the shapes that have been slid, turned or flipped are the same shape 	<p>Geometry</p> <p><u>Recognizes the basic elements of geometric shapes:</u></p> <ul style="list-style-type: none"> Identifies points, line segments, lines and distance Identifies perpendicular lines and parallel lines in familiar shapes and in the classroom Identifies parallel faces of rectangular prisms, in familiar shapes and in the classroom <p><u>Names and explores properties of shapes:</u></p> <ul style="list-style-type: none"> Identifies, describes, compares and classifies two-dimensional shapes, e.g., parallelograms, trapezoid circle, rectangle, square and rhombus, based on their component parts (angles, sides, vertices, line segment) and the number of sides and vertices Composes and decomposes triangles and rectangles to form other familiar two-dimensional shapes, e.g., forms a rectangle using two

<p>(e.g., a square rotated 45° is still a square)</p> <p><u>Uses coordinate systems:</u></p> <ul style="list-style-type: none"> Finds and names locations using simple coordinate systems such as maps and first quadrant grids 	<p>congruent right triangles, or decomposes a parallelogram into a rectangle and two right triangles</p> <p><u>Explains and names three-dimensional solids:</u></p> <ul style="list-style-type: none"> Identifies, describes, builds and classifies familiar three-dimensional solids, e.g., cube, rectangular prism, sphere, pyramid, cone, based on their component parts (faces, surfaces, bases, edges, vertices) Represents from, top, and side views of solids built with cubes
<p>Data and Probability</p> <p><u>Creates, interprets, and solves problems involving pictographs:</u></p> <ul style="list-style-type: none"> Makes pictographs using a scale representation, using scales where symbols equal more than one Reads and interprets pictographs with scales, using scale factors of 2 and 3 Solves problems, using information in pictographs; includes scales such as ■ represents 2 apples 	<p>Data and Probability</p> <p><u>Uses bar graphs:</u></p> <ul style="list-style-type: none"> Reads and interprets bar graphs in both horizontal and vertical forms Reads scales on the axes and identifies the maximum, minimum, and range of values in a bar graph Solves problems using information in bar graphs including comparison of bar graphs

Fourth Grade	Fifth Grade
<p>Number and Operations</p> <p><u>Understands and uses number notation and place value:</u></p> <ul style="list-style-type: none"> Reads and writes numbers to 1,000,000; relates them to the quantities they represent; compares and orders Composes and decomposes numbers using place value to 1,000,000's, e.g., 25,304 is 2 ten thousands, 5 thousands, 3 hundreds, 0 tens and 4 ones Understands the magnitude of numbers up to 1,000,000; recognizes the place values of numbers and the relationship of each place value to the place to its right, e.g., 1,000 is 10 hundreds <p><u>Uses factors and multiples:</u></p> <p>Finds all factors of a whole number up to 50, and lists factor pairs</p> <p>Lists the first ten multiples of a given one-digit whole number; determines if a whole number is a multiple of a given one-digit number and if a one-digit number is a factor of a given whole number</p> <p>Knows that some numbers including 2, 3, 5, 7, and 11 have exactly two factors (1 and the number itself) and are called prime numbers</p> <p>Solves problems about factors and multiples, e.g., since $100 = 4 \times 25$, and $200 = 2 \times 100$, then $200 = 2 \times 4 \times 25 = 8 \times 25$</p> <p><u>Adds and subtracts whole numbers:</u></p> <p>Adds and subtracts whole numbers fluently</p> <p><u>Multiplies and divides whole numbers</u></p> <p>Multiplies two-digit numbers by 2, 3, 4, and 5, using the distributive property, e.g., $21 \times 3 = (1 \times 20) \times 3 = (1 \times 3) + (20 \times 3) = 3 + 60 = 63$</p> <p>Multiplies fluently any whole number by a one-digit number, and a three-digit number by a two-digit number, for a two-digit by one-digit multiplication, uses the distributive property to develop meaning for the algorithm</p> <p>Divides numbers up to four digits by one-digit numbers and by 10</p> <p>Finds unknowns in equations such as $a + 10 = 25$; $125 \div b = 25$</p> <p>Uses the relationship between multiplication and division to simplify computations and check results, e.g., $6840 \div 20 = (8640 \div 10) \div 2 = 684 \div 2 = 342$</p> <p>Solves and applies problems involving whole number multiplication and division</p> <p><u>Reads, interprets, and compares decimal fractions:</u></p> <ul style="list-style-type: none"> Reads and interprets decimals up to two decimal places; relates money and place value decomposition 	<p>Number and Operations</p> <p><u>Understands division of whole numbers:</u></p> <ul style="list-style-type: none"> Understands the meaning of division of whole numbers, with and without remainders, relates division to fractions and to repeated subtraction Relates division of whole numbers with remainders to the form: $a = bq + r$, e.g., $34 \div 5 = 6 \text{ r } 4$, so $5 \cdot 6 + 4 = 34$ Writes mathematical statements involving division for given situations <p><u>Multiplies and divides whole numbers:</u></p> <ul style="list-style-type: none"> Multiplies a multi-digit number by a two-digit number; recognizes and is able to explain common computational errors such as not accounting for place value Solves applied problems involving multiplication and division of whole numbers Divides fluently up to a four-digit by a two-digit number <p><u>Finds prime factorizations of whole numbers:</u></p> <ul style="list-style-type: none"> Find the prime factorization of numbers between 1 and 50; expresses in exponential notation, e.g., $24 = 2^3 \times 3^1$ and understands that every whole number can be expressed as a product of primes <p><u>Understands meaning of decimal fractions and percentages:</u></p> <ul style="list-style-type: none"> Understands the relative magnitude of ones, tenths, and hundredths and the relationship of each place value to the place to its right, e.g., 1 is 10 tenths, one tenth is 10 hundredths Understands percentages as parts out of 100; uses % notation and expresses a part of a whole as a percentage <p><u>Understands fractions as division statements; Finds equivalent fractions:</u></p> <ul style="list-style-type: none"> Understands a fraction as a statement of division, e.g., $2 \div 3 = 2/3$ using simple fractions and pictures to represent Given two fractions, expresses them as equivalent fractions with a common denominator, but not necessarily a least common denominator, e.g., $1/2 = 4/8$ and $3/4 = 6/8$; uses denominators less than 12 or factors of 100

<p>Understands fractions:</p> <ul style="list-style-type: none"> Knows that terminating decimals represent fractions whose denominators are 10, 10x10, 10x10x10, etc., e.g., powers of 10 Locates tenths and hundredths on a number line Reads, writes, interprets and compares decimals up to two decimal places Writes tenths and hundredths in decimal and fraction forms, and knows the decimal equivalents for halves and fourths <p>Understands fractions:</p> <ul style="list-style-type: none"> Understands fractions are parts of a set of objects Explains why equivalent fractions are equal, using models such as fraction strips or the number line, for fractions with denominators of 12 or less Understands the relationship among halves, fourths and eighths and among thirds, sixths, and twelfths Knows that fractions of the form $\frac{m}{n}$ is greater than n, are greater than 1 and are called improper fractions; locates improper fractions on the number line, expresses as mixed numbers Writes improper fractions as mixed numbers, and understands that a mixed number represents the number of "wholes" and the part of a whole remaining, e.g., $5\frac{1}{4} = 1 + \frac{1}{4} = 1\frac{1}{4}$ Compares and orders up to three fractions with denominators 2, 4, 8 and 3, 6, 12, including improper fractions and mixed numbers <p>Multiplies fractions by whole numbers:</p> <ul style="list-style-type: none"> Multiplies fractions by whole numbers using repeated addition and area or array models 	<p>Multiplies and divides fractions:</p> <ul style="list-style-type: none"> Finds the product of two unit fractions with small denominators using area model Divides a fraction by a whole number and a whole number by a fraction using simple unit fractions <p>Adds and subtracts fractions using common denominators:</p> <ul style="list-style-type: none"> Adds and subtracts fractions with unlike denominators of 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 100, using the common denominator that is the product of the denominators of the 2 fractions, e.g., $3/8 + 7/10 = (3 \times 10) + (7 \times 8) = \frac{30 + 56}{80} = \frac{86}{80}$ <p>Multiplies and divides by powers of ten:</p> <ul style="list-style-type: none"> Multiplies a whole number by powers of 10: 0.01, 0.1, 1, 10, 100, 1000 and identifies patterns Divides numbers by 10s, 100s, 1000s, using mental strategies Multiplies one-digit whole numbers by decimals up to two decimal places <p>Solves applied problems with fractions:</p> <ul style="list-style-type: none"> Given an applied situation involving addition and subtraction of fractions, writes mathematical statements according to the situation Solves word problems that involve finding sums and differences of fraction with unlike denominators using knowledge of equivalent fractions Solves applied problems involving fractions and decimals; includes rounding of answers and checking for reasonableness; uses examples involving money Solves for the unknown in equations as: $\frac{1}{4} + x = 7/12$ <p>Expresses, interprets, and uses ratios. Finds equivalent ratios:</p> <ul style="list-style-type: none"> Expresses fractions and decimals as percentages and vice versa Expresses ratios in several ways given applied situations, e.g., 3 cups to 5 people, 3:5, $3/5$; recognizes and finds equivalent ratios
<p>Understands fractions:</p> <ul style="list-style-type: none"> Knows that terminating decimals represent fractions whose denominators are 10, 10x10, 10x10x10, etc., e.g., powers of 10 Locates tenths and hundredths on a number line Reads, writes, interprets and compares decimals up to two decimal places Writes tenths and hundredths in decimal and fraction forms, and knows the decimal equivalents for halves and fourths <p>Understands fractions:</p> <ul style="list-style-type: none"> Understands fractions are parts of a set of objects Explains why equivalent fractions are equal, using models such as fraction strips or the number line, for fractions with denominators of 12 or less Understands the relationship among halves, fourths and eighths and among thirds, sixths, and twelfths Knows that fractions of the form $\frac{m}{n}$ is greater than n, are greater than 1 and are called improper fractions; locates improper fractions on the number line, expresses as mixed numbers Writes improper fractions as mixed numbers, and understands that a mixed number represents the number of "wholes" and the part of a whole remaining, e.g., $5\frac{1}{4} = 1 + \frac{1}{4} = 1\frac{1}{4}$ Compares and orders up to three fractions with denominators 2, 4, 8 and 3, 6, 12, including improper fractions and mixed numbers <p>Multiplies fractions by whole numbers:</p> <ul style="list-style-type: none"> Multiplies fractions by whole numbers using repeated addition and area or array models <p>Adds and subtracts decimal fractions:</p> <ul style="list-style-type: none"> Uses mathematical statements to represent problems that use addition and subtraction of decimals with up to two-digits; solves Adds and subtracts decimals up to two decimal places <p>Multiplies and divides decimal fractions:</p> <ul style="list-style-type: none"> Multiplies and divides decimals up to two decimal places by a one-digit whole number where the result is a terminating decimal, e.g., $0.42 \div 3 = 0.14$, but not $5 \div 3 = 1.6$ <p>Estimates:</p> <ul style="list-style-type: none"> Estimates the answers to calculations involving addition, subtraction or multiplication Knows when approximation is appropriate and uses it to check the reasonableness of answers; is familiar with common place-value errors in calculation Makes appropriate estimations and calculations fluently with whole numbers using mental math strategies 	<p>Multiplies and divides fractions:</p> <ul style="list-style-type: none"> Finds the product of two unit fractions with small denominators using area model Divides a fraction by a whole number and a whole number by a fraction using simple unit fractions <p>Adds and subtracts fractions using common denominators:</p> <ul style="list-style-type: none"> Adds and subtracts fractions with unlike denominators of 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 100, using the common denominator that is the product of the denominators of the 2 fractions, e.g., $3/8 + 7/10 = (3 \times 10) + (7 \times 8) = \frac{30 + 56}{80} = \frac{86}{80}$ <p>Multiplies and divides by powers of ten:</p> <ul style="list-style-type: none"> Multiplies a whole number by powers of 10: 0.01, 0.1, 1, 10, 100, 1000 and identifies patterns Divides numbers by 10s, 100s, 1000s, using mental strategies Multiplies one-digit whole numbers by decimals up to two decimal places <p>Solves applied problems with fractions:</p> <ul style="list-style-type: none"> Given an applied situation involving addition and subtraction of fractions, writes mathematical statements according to the situation Solves word problems that involve finding sums and differences of fraction with unlike denominators using knowledge of equivalent fractions Solves applied problems involving fractions and decimals; includes rounding of answers and checking for reasonableness; uses examples involving money Solves for the unknown in equations as: $\frac{1}{4} + x = 7/12$ <p>Expresses, interprets, and uses ratios. Finds equivalent ratios:</p> <ul style="list-style-type: none"> Expresses fractions and decimals as percentages and vice versa Expresses ratios in several ways given applied situations, e.g., 3 cups to 5 people, 3:5, $3/5$; recognizes and finds equivalent ratios

<p>Problem-Solving:</p> <ul style="list-style-type: none"> Solves applied problems using the four basic arithmetic operations for appropriate fractions, decimals, and whole numbers 	<p>Measurement</p> <p><u>Measures using common tools and appropriate units:</u></p> <ul style="list-style-type: none"> Measures using common tools and selects appropriate units of measure Gives answers to a reasonable degree of precision in the context of a given problem and relative to the measurement tool used Measures and compares integer temperatures in degrees, both Celsius and Fahrenheit Measures surface area of cubes and rectangular prisms by covering and counting area of the faces <p><u>Converts measurements:</u></p> <ul style="list-style-type: none"> Carries out the following conversions from one unit of measure to a larger or smaller unit of measure: meters to centimeters, kilograms to grams, liters to milliliters, hours to minutes, minutes to seconds, years to months, weeks to days, feet to inches, ounces to pounds (using numbers that involve only simple calculation) <p><u>Uses perimeter and area formulas:</u></p> <ul style="list-style-type: none"> Knows and understands the formulas for perimeter and area of a square and a rectangle; calculates the perimeters and areas of these shapes and combinations of these shapes using the formulas Finds one dimension of a rectangle given the other dimension and its perimeter or area Finds the side of a square given its perimeter or area Solves contextual problems about perimeter and area of squares and rectangles in compound shapes <p><u>Understands right angles:</u></p> <ul style="list-style-type: none"> Identifies right angles and compare angles to right angles <p>Problem-solving:</p> <ul style="list-style-type: none"> Solves contextual problems about surface area <p>Geometry</p> <p><u>Understands perpendicular, parallel and intersecting lines:</u></p> <ul style="list-style-type: none"> Identifies and draws perpendicular, parallel and intersecting lines using a ruler and a tool or object with a square (90°) corner <p><u>Identifies basic geometric shapes and their components, and solves problems:</u></p> <ul style="list-style-type: none"> Identifies basic geometric shapes including isosceles, equilateral and right
<p>Measurement</p> <p><u>Knows and converts among measurement units within a given system:</u></p> <ul style="list-style-type: none"> Recognizes the equivalence of 1 liter, 1,000 ml and 1,000 cm³ and includes conversions among liters, milliliters, and cubic centimeters Knows the units of measure of volume: cubic centimeter, cubic meter, cubic inches, cubic feet, cubic yards, and uses their abbreviations (cm³, m³, in³, ft³, yd³) Compares the relative sizes of one cubic inch to one cubic foot, and one cubic centimeter to one cubic meter Converts measurements of length, weight, area, volume and time within a given system using easily manipulated numbers <p><u>Finds areas of geometric shapes using formulas:</u></p> <ul style="list-style-type: none"> Represents relationships between areas of rectangles, triangles, and parallelograms using models Understands and knows how to use the area formula of a triangle: $A = \frac{1}{2}bh$ (where b is length of the base and h is the height), and represents using models and manipulatives Understands and knows how to use the area formula for a parallelogram: $A = bh$, and represents using models and manipulatives <p><u>Understands the concept of volume:</u></p> <ul style="list-style-type: none"> Builds solids with unit cubes and states their volume Uses filling (unit cubes or liquid) and counting or measuring to find the volume of a cube and a rectangular prism Solves applied problems about the volumes of rectangular prisms using multiplication and division and using appropriate units 	<p>Geometry</p> <p><u>Knows the meaning of angles, and solves problems:</u></p> <ul style="list-style-type: none"> Associates an angle with a certain amount of turning; knows that angles are measured in degrees; understands that 90°, 180°, 270°, and 360° are associated, respectively, with $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ and full turns Measures angles with a protractor, and classifies them as acute, right, obtuse or straight
<p>Problem-solving:</p> <ul style="list-style-type: none"> Solves contextual problems about surface area <p>Geometry</p> <p><u>Understands perpendicular, parallel and intersecting lines:</u></p> <ul style="list-style-type: none"> Identifies and draws perpendicular, parallel and intersecting lines using a ruler and a tool or object with a square (90°) corner <p><u>Identifies basic geometric shapes and their components, and solves problems:</u></p> <ul style="list-style-type: none"> Identifies basic geometric shapes including isosceles, equilateral and right 	<p>Measurement</p> <p><u>Knows and converts among measurement units within a given system:</u></p> <ul style="list-style-type: none"> Recognizes the equivalence of 1 liter, 1,000 ml and 1,000 cm³ and includes conversions among liters, milliliters, and cubic centimeters Knows the units of measure of volume: cubic centimeter, cubic meter, cubic inches, cubic feet, cubic yards, and uses their abbreviations (cm³, m³, in³, ft³, yd³) Compares the relative sizes of one cubic inch to one cubic foot, and one cubic centimeter to one cubic meter Converts measurements of length, weight, area, volume and time within a given system using easily manipulated numbers <p><u>Finds areas of geometric shapes using formulas:</u></p> <ul style="list-style-type: none"> Represents relationships between areas of rectangles, triangles, and parallelograms using models Understands and knows how to use the area formula of a triangle: $A = \frac{1}{2}bh$ (where b is length of the base and h is the height), and represents using models and manipulatives Understands and knows how to use the area formula for a parallelogram: $A = bh$, and represents using models and manipulatives <p><u>Understands the concept of volume:</u></p> <ul style="list-style-type: none"> Builds solids with unit cubes and states their volume Uses filling (unit cubes or liquid) and counting or measuring to find the volume of a cube and a rectangular prism Solves applied problems about the volumes of rectangular prisms using multiplication and division and using appropriate units

<p>triangles, and uses their properties to solve problems</p> <ul style="list-style-type: none"> Identifies and counts the faces, edges, and vertices of basic three-dimensional geometric solids including cubes, rectangular prisms, and pyramids; describes the shape of their faces <p>Recognizes symmetry and transformations:</p> <ul style="list-style-type: none"> Recognizes plane figures that have line symmetry Recognizes rigid motion transformations (flips, slides, turns) of a two-dimensional object 	<ul style="list-style-type: none"> Identifies and names angles on a straight line and vertical angles Finds unknown angles in problems involving angles on a straight line, angles surrounding a point and vertical angles Knows that angles on a straight line add up to 180° and angles surrounding a point add up to 360°; justifies informally by "surrounding" a point with angles Understands why the sum of the interior angles of a triangle is 180° and the sum of the interior angles of a quadrilateral is 360°; uses these properties to solve problems <p>Solves problems about geometric shapes:</p> <ul style="list-style-type: none"> Finds unknown angles using the properties of: triangles, including right, isosceles, and equilateral triangles; parallelograms, including rectangles and rhombuses; and trapezoids
<p>Data and Probability</p> <p>Represents and solves problems for given data:</p> <ul style="list-style-type: none"> Constructs tables and bar graphs from given data Orders a given set of data, finds the median, and specifies the range of values Solves problems using data presented in tables and bar graphs, e.g., compares data represented in two bar graphs showing two data sets 	<p>Data and Probability</p> <p>Constructs and interprets line graphs:</p> <ul style="list-style-type: none"> Reads and interprets line graphs, and solves problems based on line graphs, e.g., distance-time graphs, and problems with two or three line graphs on the same axes, comparing different data Constructs line graphs from tables of data; includes axis labels and scale <p>Finds and interprets mean and mode for a given set of data:</p> <ul style="list-style-type: none"> Given a set of data, finds and interprets the mean (using the concept of fair share) and mode Solves multi-step problems involving means

SCOPE AND SEQUENCE
Mathematics
University Preparatory Academy

PATTERNS, RELATIONSHIPS AND FUNCTIONS:

Real Numbers I and II (Grade 6)	Operations on the Real Numbers I and II (Grade 7)	Algebra I and II (Grade 8)
<u>Patterns</u> <ul style="list-style-type: none"> • Recognizes, describes and analyzes patterns. • Uses patterns and generalizations to make and justify inferences and predictions. • Explores and describes patterns. <u>Variability and Change</u> <ul style="list-style-type: none"> • Generalizes a rule to describe a pattern of change. 	<u>Patterns</u> <ul style="list-style-type: none"> • Recognizes, describes and analyzes patterns. • Represents and records patterns in a variety of ways. • Uses patterns and generalizations to make and justify inferences and predictions. • Explores and describes patterns. <u>Variability and Change</u> <ul style="list-style-type: none"> • Generalizes a rule to describe a pattern of change. 	<u>Patterns</u> <ul style="list-style-type: none"> • Recognizes, describes and analyzes patterns. • Represents and records patterns in a variety of ways. • Uses patterns and generalizations to make and justify inferences and predictions. • Explores and describes patterns, including linear and non-linear. • Uses patterns and generalizations to solve problems. <u>Variability and Change</u> <ul style="list-style-type: none"> • Identifies and describes change in more abstract and complex situations. • Generalizes a rule to describe a pattern of change. • Begins to changes in interdependent variables. • Represents variability in a variety of symbolic forms.

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		<ul style="list-style-type: none"> • Models patterns of variability using functions and relationships. • Uses variables and relationships to solve mathematical problems.
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GEOMETRY AND MEASUREMENT:

Real Numbers I and II (Grade 6)	Operations on the Real Numbers I and II (Grade 7)	Algebra I and II (Grade 8)
<u>Shape and Shape Relationships</u> <ul style="list-style-type: none"> • Recognizes and describes basic shapes. • Uses shape, shape properties and shape relationships to describe the physical world and to solve problems. <u>Position</u> <ul style="list-style-type: none"> • Locates and describes objects using Cartesian coordinates. <u>Measurement</u> <ul style="list-style-type: none"> • Selects appropriate tools and measures objects using standard units. • Estimates measures. • Uses proportional reasoning to draw inferences. 	<u>Shape and Shape Relationships</u> <ul style="list-style-type: none"> • Recognizes and describes basic shapes. • Uses shape, shape properties and shape relationships to describe the physical world and to solve problems. <u>Position</u> <ul style="list-style-type: none"> • Locates and describes objects using Cartesian coordinates. <u>Measurement</u> <ul style="list-style-type: none"> • Selects appropriate tools and measures objects using standard units. • Estimates measures. • Uses proportional reasoning to draw inferences. 	<u>Shape and Shape Relationships</u> <ul style="list-style-type: none"> • Recognizes and describes basic shapes. • Uses shape, shape properties and shape relationships to describe the physical world and to solve problems. <u>Position</u> <ul style="list-style-type: none"> • Locates and describes objects using Cartesian coordinates. <u>Measurement</u> <ul style="list-style-type: none"> • Selects appropriate tools and measures objects using standard units. • Estimates measures. • Uses proportional reasoning to draw inferences.

DATA ANALYSIS AND STATISTICS:

Real Numbers I and II (Grade 6)	Operations on the Real Numbers I and II (Grade 7)	Algebra I and II (Grade 8)
<u>Description and Interpretation</u> <ul style="list-style-type: none"> • Critically read data from tables, charts 	<u>Description and Interpretation</u> <ul style="list-style-type: none"> • Critically read data from tables, charts 	<u>Collection, Organization and Presentation of Data</u>

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<p>or graphs.</p> <ul style="list-style-type: none"> Identifies the center and spread of data. 	<p>or graphs.</p> <ul style="list-style-type: none"> Identifies the center and spread of data. 	<ul style="list-style-type: none"> Organizes data using tables, charts and graphs. Presents data using a variety of appropriate representations. <p><u>Description and Interpretation</u></p> <ul style="list-style-type: none"> Critically read data from tables, charts or graphs. Identifies the center and spread of data. <p><u>Inference and Prediction</u></p> <ul style="list-style-type: none"> Formulates and communicates arguments and conclusions based on data. Makes predictions based on data.
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NUMBER SENSE AND NUMERATION:

<p><u>Concepts and Properties of Numbers</u></p> <ul style="list-style-type: none"> Develops an understanding of whole numbers. Reads, writes and counts using whole numbers. Develops an understanding of the base 10 place-value system. Investigates basic concepts of fractions and decimals. Applies an understanding of the number system to model and solve problems. <p><u>Representation and Uses of Numbers</u></p> <ul style="list-style-type: none"> Represents whole numbers, fractions 	<p><u>Concepts and Properties of Numbers</u></p> <ul style="list-style-type: none"> Develops an understanding of the properties of numbers. Applies an understanding of the number system to model and solve problems. <p><u>Representation and Uses of Numbers</u></p> <ul style="list-style-type: none"> Develops strategies for estimating quantity. Selects appropriate numbers and representations in order to solve problems. 	
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<p>and decimals.</p> <ul style="list-style-type: none"> • Explores and recognizes different representations for the same number. • Develops strategies for estimating quantity. <p><u>Number Relationships</u></p> <ul style="list-style-type: none"> • Compares and orders numbers. • Explore concepts of factors and multiples. • Applies number relationships to solve problems. 		
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NUMERICAL AND ALGEBRAIC OPERATIONS AND ANALYTICAL THINKING:

Real Numbers I and II (Grade 6)	Operations on the Real Numbers I and II (Grade 7)	Algebra I and II (Grade 8)
<p><u>Operations and their Properties</u></p> <ul style="list-style-type: none"> • Computes with whole numbers. 	<p><u>Operations and their Properties</u></p> <ul style="list-style-type: none"> • Computes with integers, rational numbers and simple algebraic expressions. • Describes the properties of operations with real numbers. • Efficiently and accurately applies operations with real numbers and simple algebraic expressions in solving problems. 	<p><u>Algebraic and Analytic Thinking</u></p> <ul style="list-style-type: none"> • Read and write algebraic expressions; simplify expressions; and solve linear equations and inequalities. • Writes algebraic expressions to correspond to multiple representations. • Solves linear equalities and inequalities. • Analyzes problems modeled by linear functions. • Explores problems in contemporary contexts.

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PROBABILITY AND DISCRETE MATHEMATICS:

Real Numbers I and II (Grade 6)	Operations on the Real Numbers I and II (Grade 7)	Algebra I and II (Grade 8)
<p><u>Probability</u></p> <ul style="list-style-type: none"> • Describes events as likely or unlikely. • Describes probability as a measure of certainty ranging from 0 to 1. • Conducts experiments for independent events. • Explains the difference between empirical and theoretical probabilities. <p><u>Discrete Mathematics</u></p> <ul style="list-style-type: none"> • Uses sets and set relationships to explore simple problems. 	<p><u>Probability</u></p> <ul style="list-style-type: none"> • Conducts experiments for dependent events. • Explains the difference between empirical and theoretical probabilities. • Conducts probability experiments. <p><u>Discrete Mathematics</u></p> <ul style="list-style-type: none"> • Uses the fundamental theorem of counting to count permutations and combinations. 	

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SCOPE AND SEQUENCE
Mathematics
University Preparatory High School

PATTERNS, RELATIONSHIPS, AND FUNCTIONS:

Algebra I	Algebra II	Algebra III
	<u>Patterns</u> <ul style="list-style-type: none"> Generalizes patterns for real numbers using variables. 	<u>Patterns</u> <ul style="list-style-type: none"> Generalizes patterns for real numbers using variables. <u>Variability and Change</u> <ul style="list-style-type: none"> Analyzes rate of change of linear equations.

DATA ANALYSIS AND STATISTICS

Algebra I	Algebra II	Algebra III
<u>Description and Interpretation</u> <ul style="list-style-type: none"> Calculates mean and median of data. 	<u>Description and Interpretation</u> <ul style="list-style-type: none"> Calculates mean and median of data. 	<u>Description and Interpretation</u> <ul style="list-style-type: none"> Calculates mean and median of data.

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NUMBER SENSE AND NUMERATION

Algebra I	Algebra II	Algebra III
<u>Concepts and Properties of Numbers</u> <ul style="list-style-type: none"> • Develops an understanding of whole numbers. • Reads, writes and counts whole numbers. • Develops an understanding of integers. • Develops an understanding of rational numbers. • Develops an understanding of decimals, i.e. the Real Number System. 	<u>Concepts and Properties of Numbers</u> <ul style="list-style-type: none"> • Develops an understanding of whole numbers. • Reads, writes and counts whole numbers. • Develops an understanding of integers. • Develops an understanding of rational numbers. • Develops an understanding of decimals, i.e. the Real Number System. 	
<u>Representation And Uses of Numbers</u> <ul style="list-style-type: none"> • Solves real world problems involving Real Numbers. • Can represent rational numbers with number bars. • Understands equivalency between fractions, decimals, percent and mixed numbers. • Factors whole numbers. • Understands prime and composite numbers. • Represents fractions of numbers using pictures. 	<u>Representation And Uses of Numbers</u> <ul style="list-style-type: none"> • Solves real world problems involving Real Numbers. • Can represent rational numbers with number bars. • Understands equivalency between fractions, decimals, percent and mixed numbers. • Factors whole numbers. • Understands prime and composite numbers. • Represents fractions of numbers using pictures. 	
<u>Number Relationships</u> <ul style="list-style-type: none"> • Simplifies fractions completely. 	<u>Number Relationships</u> <ul style="list-style-type: none"> • Simplifies fractions completely. 	

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<ul style="list-style-type: none"> • Finds equivalent fractions and decimals. • Converts fractions to decimals. • Converts decimals to fractions. • Converts mixed numbers to fractions. • Converts fractions greater than one to mixed numbers. • Categorizes numbers as prime or composite. • Identifies the opposite of a number. • Identifies the reciprocal of a number. • Orders real numbers from smallest to largest. • Finds real numbers between any two real numbers. • Applies properties of exponents. • Uses scientific notation to write large numbers. • Finds complements of fractions. • Defines pi. 	<ul style="list-style-type: none"> • Finds equivalent fractions and decimals. • Converts fractions to decimals. • Converts decimals to fractions. • Converts mixed numbers to fractions. • Converts fractions greater than one to mixed numbers. • Categorizes numbers as prime or composite. • Identifies the opposite of a number. • Identifies the reciprocal of a number. • Orders Real numbers from smallest to largest. • Finds real numbers between any two real numbers. • Applies properties of exponents. • Uses scientific notation to write large numbers. • Finds complements of fractions. • Defines pi. 	
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NUMERICAL AND ALGEBRAIC OPERATIONS AND ANALYTICAL THINKING

Algebra I	Algebra II	Algebra III
<u>Operations and their properties</u> <ul style="list-style-type: none"> • Uses properties of addition and 	<u>Operations and their properties</u> <ul style="list-style-type: none"> • Uses properties of addition and 	<u>Operations and their properties</u> <ul style="list-style-type: none"> • Applies the Main Principle of

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<p>multiplication.</p> <ul style="list-style-type: none"> • Adds whole numbers and integers. • Applies the Main Principle of Addition. • Converts to the same things. • Adds fractions and mixed numbers. • Adds decimals. • Multiplies whole numbers and integers. • Multiplies and simplifies fractions. • Multiplies and simplifies mixed numbers. • Multiplies decimals. • Finds fractions of numbers. <p><u>Algebraic and Analytic Thinking</u></p> <ul style="list-style-type: none"> • Applies use of operations in real world problems. • Simplifies numerical expressions using the order of operations. 	<p>multiplication.</p> <ul style="list-style-type: none"> • Adds whole numbers and integers. • Applies the Main Principle of Addition. • Converts to the same things. • Adds fractions and mixed numbers. • Adds decimals. • Multiplies whole numbers and integers. • Multiplies and simplifies fractions. • Multiplies and simplifies mixed numbers. • Multiplies decimals. • Finds fractions of numbers. <p><u>Algebraic and Analytic Thinking</u></p> <ul style="list-style-type: none"> • Applies use of operations in real world problems. • Simplifies numerical expressions using the order of operations. • Recognizes equal expressions. • Evaluates algebraic expressions. • Simplifies algebraic expression using the order of operations. • Identifies and solves for unknowns in real world problems. • Factors algebraic expressions with common factors. • Factors quadratics. • Factors difference of squares. • Applies the Distributive property. • Solves equations in one unknown. • Translates English phrases to algebraic expressions. • Translates English statements to algebraic expressions. • Solves real world problems in one unknown. • Solves equations in one unknown by isolating the variable. • Solves equations in one unknown by factoring zero. 	<p>Addition and Multiplication to algebraic expressions.</p> <p><u>Algebraic and Analytic Thinking</u></p> <ul style="list-style-type: none"> • Applies use of operations in real world problems. • Simplifies numerical expressions using the order of operations. • Recognizes equal expressions. • Evaluates algebraic expressions. • Simplifies algebraic expression using the order of operations. • Identifies and solves for unknowns in real world problems. • Factors algebraic expressions with common factors. • Factors quadratics. • Factors difference of squares. • Applies the Distributive property. • Solves equations in one unknown. • Translates English phrases to algebraic expressions. • Translates English statements to algebraic expressions. • Solves real world problems in one unknown. • Solves equations in one unknown by isolating the variable. • Solves equations in one unknown by factoring zero.
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	<ul style="list-style-type: none"> • Applies the Distributive property. • Solves equations in one unknown. • Translates English phrases to algebraic expressions. • Translates English statements to algebraic expressions. • Solves real world problems in one unknown. • Solves equations in one unknown by isolating the variable. 	<ul style="list-style-type: none"> • Solves inequalities in one unknown. • Graphs solutions to inequalities using set builder and interval notation. • Graphs solutions to equations in two unknowns. • Plots points to determine the shape of a graph. • Solves real world problems involving basic geometric formulas. • Identifies linear equations. • Estimates slope of lines from a given graph. • Calculates slope of lines using the formula. • Solves systems of linear equations by graphing. • Solves systems of linear equations using substitution and elimination. • Solves real world problems involving systems of linear equations.
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Appendix V

SCOPE AND SEQUENCE
Science
Primary Village

Kindergarten	First Grade
<p>Using Scientific Knowledge:</p> <p>Life Science:</p> <ul style="list-style-type: none"> • Compares and contrasts familiar organisms on the basis of observable physical characteristics • Explains characteristics and functions of observable body parts in a variety of animals • Compares and contrasts food, energy and environmental needs of selected organisms • Describes the life cycle of familiar organisms • Describes the interdependence of human body parts <p>Earth Science:</p> <ul style="list-style-type: none"> • Describes properties of dirt, sand, water and other substances and materials • Distinguishes between natural and man-made objects • Describes states of matter (solids and liquids), the processes by which they are made, and the effects of adding water to both <p>Physical Science:</p> <ul style="list-style-type: none"> • Explains how simple machines help people do their work more easily • Explains the advantages and disadvantages of using different materials to build three-dimensional structures 	<p>Using Scientific Knowledge:</p> <p>Life Science:</p> <ul style="list-style-type: none"> • Describes the basic needs of organisms • Explains how different environments provide for the basic needs of different organisms • Explains how different plant or animal structures serve different functions in growth, survival and reproduction • Explains how plants and animals have different features that help them survive in different environments <p>Earth Science:</p> <ul style="list-style-type: none"> • Explains how weather changes from day to day and over the seasons • Describes how weather can be measured in quantities such as temperature, wind direction and speed and precipitation • Traces the path that rain water follows after it falls • Observes, records seasonal changes in Michigan weather • Explains appropriate precautions during severe weather • Describes the atmosphere as the layer of air surrounding the earth <p>Physical Science:</p> <ul style="list-style-type: none"> • Explains different ways things move (straight, zigzag, round and round) • Demonstrates how to change the way something is moving (push, pull) • Explains the greater the force exerted, the greater the change in direction • Identifies properties of materials that make them useful • Describes common physical changes in matter (size, shape)
<p>Constructing Scientific Knowledge:</p> <ul style="list-style-type: none"> • Generates questions about the world, based on observation • Develops solutions to problems through reasoning, observation and investigation • Manipulates simple devices that aid observation and data collection • Develops strategies and skills for information gathering and problem-solving • Constructs charts and graphs and prepares summaries of observations 	<p>Constructing Scientific Knowledge:</p> <ul style="list-style-type: none"> • Generates questions about the world, based on observation • Develops solutions to problems through reasoning, observation and investigation • Manipulates simple devices that aid observation and data collection • Develops strategies and skills for information gathering and problem-solving • Constructs charts and graphs and prepares summaries of observations

<p>Reflecting on Scientific Knowledge:</p> <ul style="list-style-type: none"> • Develops an awareness of the need for evidence in making decisions scientifically • Shows how science concepts can be interpreted through creative expression such as language arts and fine arts • Develops an awareness of and sensitivity to the natural world • Describes how technology is used in everyday life • Considers the properties of different materials in assessing the advantages and disadvantages of using them 	<p>Reflecting on Scientific Knowledge:</p> <ul style="list-style-type: none"> • Develops an awareness of the need for evidence in making decisions scientifically • Shows how science concepts can be interpreted through creative expression such as language arts and fine arts • Develops an awareness of and sensitivity to the natural world • Describes how technology is used in everyday life
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SCOPE AND SEQUENCE
Science
Intermediate Village

Second Grade	Third Grade
<p>Constructing New Scientific Knowledge:</p> <ul style="list-style-type: none"> Generates questions about the world, based on observation Develops solutions to problems through reasoning, observation and investigation Manipulates simple devices that aid observation and data collection Develops strategies and skills for information gathering and problem-solving Constructs charts and graphs and prepares summaries of observations 	<p>Constructing New Scientific Knowledge:</p> <ul style="list-style-type: none"> Generates questions about the world, based on observation Develops solutions to problems through reasoning, observation and investigation Manipulates simple devices that aid observation and data collection Develops strategies and skills for information gathering and problem-solving Constructs charts and graphs and prepares summaries of observations
<p>Using Scientific Knowledge:</p> <p>Life Science:</p> <ul style="list-style-type: none"> Change is something that happens to many things Rock is composed of different combinations of minerals. Smaller rocks come from the breakage and weathering of bedrock and larger rock. Waves, wind, water, and ice shape and reshape the earth's surface by eroding rock and soil in some areas and depositing them in other areas, sometimes in seasonal layers Heating and cooling causes changes in the properties of materials. Many kinds of changes occur faster under hotter conditions. <p>Earth Science:</p>	<p>Using Scientific Knowledge:</p> <p>Life Science:</p> <ul style="list-style-type: none"> Identifies basic needs of all living organisms to maintain their existence Identifies familiar organisms as part of a food chain or web and describes their feeding relationships Designs systems that encourage growing of particular plants or animals Describes positive and negative effects of humans on the environment Explains how, in all environments – freshwater, marine, forests, desert, grassland, mountain and others – organisms with similar needs may compete with each other for resources such as food, space, water, air, and shelter <p>Earth Science:</p>
<p>Physical Science:</p> <ul style="list-style-type: none"> Describes how sound is produced by vibrating objects. Demonstrates how the pitch of the sound can be varied by changing the rate of the vibration. Describes sounds in terms of their properties (pitch: high, low, loudness: soft, loud) 	<p>Physical Science:</p> <ul style="list-style-type: none"> Compares and contrasts characteristics of the sun, moon and earth Makes models of the sun, earth, moon system Describes the motions of the earth and moon around the sun Observes, records moon appearance, location Describes phases of the moon Explains why we have day and night <p>Physical Science:</p> <ul style="list-style-type: none"> Demonstrates properties of light Uses prisms and filters with light sources to produce various colors of light Explains how shadows are made
<p>Reflecting on Scientific Knowledge:</p> <ul style="list-style-type: none"> Develops an awareness of the need for evidence in making decisions scientifically Shows how science concepts can be interpreted through creative expression such as language arts and fine arts 	<p>Reflecting on Scientific Knowledge:</p> <ul style="list-style-type: none"> Develops an awareness of the need for evidence in making decisions scientifically Shows how science concepts can be interpreted through creative expression such as language arts and fine arts

- Develops an awareness of and sensitivity to the natural world
- Describes how technology is used in everyday life

- Develops an awareness of and sensitivity to the natural world
- Describes how technology is used in everyday life

SCOPE AND SEQUENCE
Science
Upper Village

Fourth Grade	Fifth Grade
<p>Constructing New Scientific Knowledge:</p> <ul style="list-style-type: none"> Generates questions about the world, based on observation Develops solutions to problems through reasoning, observation and investigation Manipulates simple devices that aid observation and data collection Develops strategies and skills for information gathering and problem-solving Constructs charts and graphs and prepares summaries of observations 	<p>Constructing New Scientific Knowledge:</p> <ul style="list-style-type: none"> Generates questions about the world, based on observation Develops solutions to problems through reasoning, observation and investigation Manipulates simple devices that aid observation and data collection Develops strategies and skills for information gathering and problem-solving
<p>Using Scientific Knowledge:</p> <p>Life Science:</p> <ul style="list-style-type: none"> Describes how materials cycle through an ecosystem and get reused in the environment Explains decomposition Describes communities of organisms that decompose nature's remains Describes how plants and animals obtain their food Explains the interdependencies in the nutrient cycle 	<p>Using Scientific Knowledge:</p> <p>Life Science:</p> <ul style="list-style-type: none"> Explains how movement of the human body requires many body parts to work together Describes the specific role the skeletal, muscular, circulatory and nervous systems play in bringing about movement Explains the complex interactions and interdependencies between parts of their bodies Identifies things they can do to maintain and protect these parts
<p>Earth Science:</p> <ul style="list-style-type: none"> Identifies the sources of water and its uses Explains why water is a natural resource Compares ways humans and animals use water Explains where tap water comes from, how it is processed, and where it goes after its used Describes the water cycle, explaining where water can be found on the Earth Explains why it is important to protect and conserve water Describes how humans can have a positive or negative effect on the water supply and water quality 	<p>Earth Science:</p> <ul style="list-style-type: none"> Describes changes in the Earth's surface caused by physical, chemical and biological weathering Explains how the layers of the Earth and the movement of plates relates to the formation of mountains and volcanoes Describes how the Earth's surface is shaped by the powerful forces of water, ice and wind Investigates and reports on cataclysmic events that contribute to shaping the Earth of today
<p>Physical Science:</p> <ul style="list-style-type: none"> Describes the properties of solids, liquids and gases Explains how temperature affects changes in the states of matter Explains how changing the shape of something does not change its weight or volume Describes condensation and evaporation 	<p>Physical Science:</p> <ul style="list-style-type: none"> Describes forms of energy associated with common phenomena Explains how energy can transfer from place to place Explains how energy/ sometimes changes form as it transfers Describes how conduction of heat energy can be slowed down and speeded up

<ul style="list-style-type: none"> • Explains what happens when materials are mixed together 	<ul style="list-style-type: none"> • Demonstrates how people use machines to harness energy transfers and perform a task • Explains the concept of energy efficiency
<p>Reflecting on Scientific Knowledge:</p> <ul style="list-style-type: none"> • Develops an awareness of the need for evidence in making decisions scientifically • Shows how science concepts can be interpreted through creative expression such as language arts and fine arts • Develops an awareness of and sensitivity to the natural world • Describes how technology is used in everyday life 	<p>Reflecting on Scientific Knowledge:</p> <ul style="list-style-type: none"> • Develops an awareness of the need for evidence in making decisions scientifically • Shows how science concepts can be interpreted through creative expression such as language arts and fine arts • Develops an awareness of and sensitivity to the natural world • Describes how technology is used in everyday life

SCOPE AND SEQUENCE

Science

University Preparatory Middle and High Schools

The science curriculum at University Prep High School (UPHS) is designed and taught in partnership with the College of Science at Wayne State University. It is designed to align with the science portion of the ACT college enrollment test as well as the science section of the Michigan Curriculum Framework.

Middle School	High School
<p><u>Constructing Scientific Knowledge</u></p> <ul style="list-style-type: none"> Generates scientific questions based on observation Designs and conducts scientific experiments Uses tools and measurements appropriate to scientific investigation Uses sources of information in support of scientific investigation Writes and follows procedures in step-by-step format 	<p><u>Constructing Scientific Knowledge</u></p> <ul style="list-style-type: none"> Generates scientific questions that can be studied empirically Designs and conducts scientific experiments Understands the limitations of measurement Gathers and synthesizes information from multiple sources Discusses topics in groups by making clear presentations, taking and defending a position
<p><u>Using Scientific Knowledge</u> <u>Life Science</u></p> <ul style="list-style-type: none"> Demonstrates that all parts of living things are made of cells Explains specialized function of cells in plants and animals Compares and classifies organisms in groups based on their structure Describes the life cycle of a flowering plant Describes evidence that plants make and store food Explains how selected systems and processes work 	<p><u>Using Scientific Knowledge</u> <u>Life Science</u></p> <ul style="list-style-type: none"> Explains cell growth and reproduction Compares/contrasts ways specialized cells function Classifies major groups of organisms to the kingdom level Describes the life cycle of an organism related to a human disease Describes process of food storage and food use in organisms Describes how living things maintain a stable internal environment

<p>together in animals</p> <ul style="list-style-type: none"> • Describes how the characteristics of living things are passed from generation to generation • Describes how heredity and environment may influence/determine characteristics of an organism • Explains how scientific theory traces possible evolutionary relationships among present and past life forms • Explains how new traits become established in a population and how species become extinct • Describes common patterns of relationship among populations • Describes how organisms get energy directly or indirectly from sunlight • Predicts the effects of changes in one population of a food web on other populations • Explains how humans use and benefit from plant and animal materials 	<ul style="list-style-type: none"> • Explains how technology is used in the prevention, diagnosis and treatment of diseases • Explains how genetic material is passed from parent to young in sexual and asexual reproduction • Explains how new trait may arise in individuals through changes in DNA • Explains evidence scientists use to explain human evolutionary relationships to selected animal groups • Explains how a new species or variety may originate through the process of natural selection • Describes common ecological relationships between and among species and their environments • Explains how energy flows through different ecosystems • Describes factors affecting population size in an ecosystem • Describes responses in an ecosystem to events that cause it to change • Describes how carbon and soil nutrients cycle through selected ecosystems • Describes the effects of agriculture and urban development on selected ecosystems
<p><u>Physical Science</u></p> <ul style="list-style-type: none"> • Describes/compares objects in terms of mass, volume and density • Explains when length, mass, weight, density, area, volume or temperature are appropriate to describe properties of an object • Classifies substances as elements, compounds or mixtures and justifies in terms of atoms and molecules 	<p><u>Physical Science</u></p> <ul style="list-style-type: none"> • Analyzes properties of common household and agricultural materials in terms of risk/benefit balance • Identifies properties of common families of elements • Explains how elements differ in terms of structural parts and electrical charges of atoms • Explains how current is controlled in simple series and parallel circuits

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| <ul style="list-style-type: none"> • Constructs simple circuits and explains how they work • Investigates electrical devices and explains how they work, using instructions and following safety precautions • Describes common physical changes in matter • Describes common chemical changes in terms of reactants and products • Explains physical changes in terms of the arrangement and motion of atoms and molecules • Describes common energy transformations in everyday life • Qualitatively describes and compares motion in two-dimensions • Relates motion of objects to unbalanced forces in two dimensions • Describes non-contact forces: magnets, electrically-charged objects and gravity • Uses electric currents to create magnetic fields and describes applications of this principle • Designs strategies for moving objects by application of forces, including simple machines • Explains how sound travels through different media • Explains how echoes occur and how they are used • Explains how light is required to see objects • Describes ways in which light interacts with matter • Describes the motion of vibrating objects • Describes how mechanical waves transfer energy | <ul style="list-style-type: none"> • Explains how electric currents can be produced by wires and magnets and explains application of this principle • Explains chemical changes in terms of the breaking of bonds and the rearrangement of atoms to form new substances • Explains why mass is conserved in physical and chemical changes • Explains nuclear fission, nuclear fusion and natural radioactivity • Describes energy transformations in physical, chemical and nuclear changes and contrasts their relative magnitudes • Explains changes in matter and energy involving heat transfer • Analyzes patterns of force and motion in the operation of complex machines • Explains energy conversions in moving objects and machines • Relates characteristics of sounds we hear to properties of sound waves • Explains how we see colors of objects • Describes waves in terms of their properties • Describes different types of waves and their technological applications |
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<u>Earth Science</u>	<u>Earth Science</u>
<ul style="list-style-type: none"> • Describes and identifies surface features using maps • Explains how rocks are formed • Explains how rocks are broken down, soil if formed and surface features change • Explains how rocks and fossils are used to understand the age and history of the earth's surface • Explains how technology changes the surface of the earth • Uses maps of earth to locate water in its various forms and describes conditions under which they exist • Describes how surface water in Michigan reaches the ocean and returns • Explains how water exists below the earth's surface and how it is replenished • Describes the origins of pollution in the hydrosphere • Explains patterns of changing weather and how they are measured • Describes the composition and characteristics of the atmosphere • Explains behavior of water in the atmosphere • Describes health effects of polluted air • Compare earth to other planets and moons in terms of sustaining life • Explains, describes and compares the motions of solar system objects • Describes and explains common observations of the night skies 	<ul style="list-style-type: none"> • Explains the surface features of the Great Lakes region using Ice Age theory • Uses plate tectonics theory to explain features of earth's surface • Explains how common objects are made from earth materials and why earth materials are conserved and recycled • Evaluates long-term impact of resource use plans in terms of environmental and economic impact • Identifies and describes regional watersheds • Describes how human activities affect the quality of water in the hydrosphere • Explains how interactions of the atmosphere, hydrosphere and geosphere create climates and how climates change over time • Describes how patterns of air movement create weather conditions • Explains effects of human activities on the atmosphere and explains ways that individuals and society can reduce pollution • Compares our sun to other stars • Describes the position and motion of our solar system within our galaxy and explains the overall scale, structure and age of the universe • Explains how stars and planetary systems form and how stars produce energy • Explains how technology and scientific inquiry have helped us learn about the universe

<p>Reflecting on Scientific Knowledge</p> <ul style="list-style-type: none"> • Evaluates the strengths and weaknesses of a claims, arguments, data • Describes limitations in personal knowledge • Applies science, math, or technology in real-world context • Describes advantages and risks in new technology • Develops a sensitivity and awareness of natural world • Recognizes contributions made in science by cultures and individual of diverse backgrounds 	<p>Reflecting on Scientific Knowledge</p> <ul style="list-style-type: none"> • Justifies a plan/explanation based on theoretical or empirical basis • Describes limitations in scientific knowledge • Applies science, math or technology in real-world context • Discusses historical development of key scientific principles • Describes social/economic advantages and risks in new technology • Describes historical, political and cultural factors affecting the development of science
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Appendix VI
SCOPE AND SEQUENCE
Social Studies
Primary Village

Kindergarten	First Grade
<p>Historical Perspective:</p> <ul style="list-style-type: none"> • Identifies what a calendar is and names days of the week • Describes their own past through personal records and puts significant events in order • Recounts events from simple biographies about women and men, girls and boys • Identifies good character and personal virtue • Constructs a simple narrative about an event in their life • Explains why accounts of the same event in the classroom differ • Recalls situations in their lives that required decisions and evaluates decisions made in light of their consequences 	<p>Historical Perspective:</p> <ul style="list-style-type: none"> • Uses an analog clock to tell time • Names days of the week, months of the year, and number of weeks in a year • Distinguishes today from yesterday and tomorrow • Recounts events of their lives in chronological order • Identifies who was involved, what happened and where it happened in stories about the past • Recounts events from historical accounts about women and men, boys and girls • Identifies people showing good character and personal virtue • Constructs a simple narrative about an event in the life of a family • Distinguishes between facts and opinions • Identifies events from school with more than one point of view and explains why they differ • Recalls situations in their lives that required decisions and evaluate the decisions made in light of their consequences • Evaluate decisions made by story characters
<p>Geographic Perspective:</p> <ul style="list-style-type: none"> • Identifies the human and natural characteristics of places • Identifies how people use the environment • Identifies ways the environment and events affect people, including themselves • Identifies some important features of the classroom and explains their importance to the community • Compares their classroom with other rooms in the school and identifies what is the same and what is different 	<p>Geographic Perspective:</p> <ul style="list-style-type: none"> • Describes some human characteristics of places in school and in the neighborhood (e.g. different jobs people do, houses people live in) • Describes and categorizes the natural characteristics of places in books, videos, and their neighborhoods (e.g. land, water, animal, plant, climate) • Identifies ways in which people depend on, adapt to, change and use the environment to meet their needs and/or wants • Identifies ways people in their neighborhood can help the environment • Identifies some important places in a school and/or neighborhood and explains reasons for their location. • Identifies community helpers, their activities and their importance to the community • Identifies people and goods that have come from other communities • Compares their school with a school from another region • Identifies world events that affect another community
<p>Civics Perspective:</p> <ul style="list-style-type: none"> • Identifies people who have authority in their home and school • Identifies aspects of life in the classroom that illustrate freedom • Identifies how conflicts in the classroom are resolved in ways that are 	<p>Civics Perspective:</p> <ul style="list-style-type: none"> • Identifies people who have authority in their local community • Identifies the consequences of not having rules in school • Identifies rules at school and considers consequences for breaking them

<ul style="list-style-type: none"> Identifies rules in the classroom and considers consequences for breaking their rules Identifies fair ways for groups to make decisions in the classroom Identifies words and behaviors that influence others Identifies the name of our country and locates the United States on a world map <p>Economics Perspective:</p> <ul style="list-style-type: none"> Identifies things that families want and need Connects needs of families with businesses that meet them Selects a particular good and describes the type of resources necessary to produce it Describes a service provided by a local government Identifies the services their school provides and the people who provide them Describes the choices that students make Sorts United States coins and currency 	<ul style="list-style-type: none"> Identifies examples of justice at school Describes how conflicts in school are resolved in ways that are consistent with core democratic values Identifies fair ways for groups to make decisions in the school Identifies ways that individuals influence one another Distinguishes between events in this country and abroad <p>Economics Perspective:</p> <ul style="list-style-type: none"> Identifies good and services families consume Connects needs of school with businesses that meet them Selects a particular good or service and describes the types of resources necessary to produce it Identifies how a service provided by the local government is paid for Identifies the goods and services their school provides and the people who provide them Identifies what an unmet economic need is Identifies examples of markets they experience in their daily life Distinguishes between producers and consumers in a market economy Describes how the choices they make impact business Lists situations where economic exchanges usually take place Identifies United States coin and currency denominations
<p>Inquiry:</p> <ul style="list-style-type: none"> Identifies sources we can use to locate information Acquires information from observations of the home and school environments Organizes and records observations about home and classroom experiences Poses a question about life in the classroom Gathers information on a question about life in the classroom Gives an answer to the question investigated about life in the classroom and a reason for that answer Tells others about the answer to a question about a classroom issue 	<p>Inquiry:</p> <ul style="list-style-type: none"> Poses a question, develops an answer and justification for that answer about life in the school or neighborhood Locates sources of information about a topic or question (e.g., people, books, recordings, maps, graphs and tables) Acquires information from observation of the school and neighborhood environment Organizes and records observations and investigations about school and neighborhood experiences (e.g., narratives, maps, bar graphs, pictographs) Shares the results of an investigation with others
<p>Public Discourse and Decision-Making:</p> <ul style="list-style-type: none"> Identifies an issue of concern to her/him at school Identifies her/his own viewpoint Uses rules for effective group discussions Tells about an opinion regarding a classroom issue <p>Citizen Involvement:</p> <ul style="list-style-type: none"> Interprets and follows rules in the classroom Helps another person 	<p>Public Discourse and Decision-Making:</p> <ul style="list-style-type: none"> Identifies a variety of viewpoints on an issue Uses rules for effective one-to-one or group discussions Writes a sentence about an opinion regarding a school or neighborhood issue <p>Citizen Involvement:</p> <ul style="list-style-type: none"> Helps determine, interpret and enforce school rules Follows classroom and school rules Helps others

SCOPE AND SEQUENCE
Social Studies
Intermediate Village

Second Grade	Third Grade
<p>Historical Perspective:</p> <ul style="list-style-type: none"> • Uses analog and digital clocks to tell time • Uses weeks, months and years as intervals of time • Distinguishes among the past, the present, and the future • Places events in their lives and the lives of others in chronological order • Identifies who was involved, what happened and where it happened in stories about the past • Describes the past through the eyes and experiences of those who were there as revealed in their records • Recounts events from simple biographies of women and men representing a variety of societies from the past • Identifies and explains how individuals in history demonstrated good character and personal virtue • Uses a variety of records to construct a narrative about their personal or family history • Differentiates between historical facts and historical interpretations • Explains why accounts of the same event differ • Recalls situations in their lives that required decisions and evaluate the decisions made in light of their consequences • Evaluates decisions made by others as reported in stories about the past <p>Geographical Perspective:</p> <ul style="list-style-type: none"> • Uses cardinal directions to describe location • Identifies the human and natural characteristics of places and explains some basic causes for those characteristics • Identifies ways in which people depend on, adapt to, change and use the environment to meet human needs and wants • Suggests ways that people can help improve their environment • Identifies locations of significance in their community and explains the reason for their location • Identifies people and places in other locations and explains their importance to the community • Identifies people, goods, services and ideas in their local community which have come from other places and describe why they moved • Identifies regions in the community and describes their characteristics and 	<p>Historical Perspective:</p> <ul style="list-style-type: none"> • Measures time by decades and centuries • Summarized the sequence of events in a story about the community or state • Uses stories and pictures to compare the past of the local community with the past of other places • Recounts the lives of individuals from the past • Uses primary resources to reconstruct the past <p>Geographical Perspective:</p> <ul style="list-style-type: none"> • Locates and describes cultures; compares the similarities and differences among the roles of men and women • Locates communities and describes the reason for their characteristics and location • Explains how various people and cultures have adapted to and modified the environment • Describes some of the major movements of goods, people, jobs, and information within the United States • Draws a sketch map of the nation • Describes the geography of major United States regions • Locates major world events and explains how they will impact people and the environment

<ul style="list-style-type: none"> boundaries (e.g., parks, business regions, rural areas) Compares the community and region with others Locates and describes major world events that are having an impact on their community and explains why they are important to the community 	
<p>Civics Perspective:</p> <ul style="list-style-type: none"> Cites examples of government carrying out its legal authority in their local community Explains why rules are needed in a community Identifies aspects of life at school and in the local community that illustrate justice and freedom Explains how the conflicts at school or in the local community might be resolved in ways that are consistent with core democratic values Identifies rules at school and in the local community and considers consequences for breaking rules Describes fair ways for groups to make decisions in the community Describes ways that individuals influence each other in the community Distinguishes between events in this country and abroad Recognizes that events in other countries can affect Americans Explains the rights and responsibilities people have as members of a community Demonstrates sensitivity toward and respect for others in the community 	<p>Civics Perspective:</p> <ul style="list-style-type: none"> Describes authority and the use of authority without power Identifies reasons for limiting power Distinguishes between making, enforcing, and interpreting laws Explains the basic organization of local government Explains how laws can be used to manage conflicts Identifies events in other countries that affect Americans
<p>Economic Perspective:</p> <ul style="list-style-type: none"> Identifies ways people in the community produce and consumer goods and services Connects economic needs with businesses that meet them Selects a particular good or service and describes the types of resources necessary to produce and distribute it Identifies an unmet local economic need and proposes a plan to meet it Identifies examples of markets they experience in their daily life Distinguishes between producers and consumers in a market economy Describes how the choices they make impact business decisions Identifies United States coins and currency denominations and describes the role of cash in the exchange of good and services Lists ways that communities can conserve limited resources 	<p>Economic Perspective:</p> <ul style="list-style-type: none"> Explains scarcity in an economic decision Identifies their opportunity cost when making a decision Uses a decision-making model when making a decision Distinguishes between natural resources, human resources, and capital equipment in the production of a good or service Describes how they act as a producer and consumer
<p>Inquiry:</p> <ul style="list-style-type: none"> Locates information using people, books, recordings, photos, maps, graphs and tables Acquires information from observations of the local environment Organizes information to make and interpret simple maps of their local surroundings and simple graphs and tables of social data drawn from their 	<p>Inquiry:</p> <ul style="list-style-type: none"> Poses a question; gathers information about the question; constructs an answer to the question; reports results to others Locates information using many different sources, electronic and traditional Organizes and presents information using maps, graphs and tables

<ul style="list-style-type: none"> experience Poses a question about life in their school, neighborhood and local community Gathers and analyzes information in order to answer the question posed Constructs an answer to the question posed and supports it with evidence, Reports the results of their investigation 	<ul style="list-style-type: none"> Interprets maps, graphs, and tables about local, state and national topics
<u>Public Discourse and Decision-Making:</u> <ul style="list-style-type: none"> Poses a question about a matter of public concern that they have encountered in school or in the local community Compares their own viewpoint about the matter raised with that of another individual Engages others in conversations about issues pertaining to governing their school Composes brief statements stating a position on an issue in the school or local community 	<u>Public Discourse and Decision-Making:</u> <ul style="list-style-type: none"> Evaluates possible resolutions to an environmental issue Engages others in a conversation about an environmental issue Composes a short essay expressing an opinion on an issue
<u>Citizen Involvement:</u> <ul style="list-style-type: none"> Helps determine, interpret and enforce school rules Participates in projects designed to help others in their local community 	<u>Citizen Involvement:</u> <ul style="list-style-type: none"> Engages in an activity that contributes to solving a local problem they have studied

SCOPE AND SEQUENCE
Social Studies
Upper Village

Fourth Grade – Theme: Michigan		Fifth Grade – Theme: America's Past	
Historical Perspective: <ul style="list-style-type: none"> Places events in the development of Detroit and Michigan in chronological order Compares interpretations of Michigan history from a variety of sources 		Historical Perspective: Summarizes major events from the early history of the United States in sequence Identifies reasons for conflicting accounts in history Identifies problems that divided groups in the history of the country Composes a simple narrative of events from the history of the United States Evaluates decisions made in the history of the country and determines what the long and short-term consequences were	
Geographical Perspective: <ul style="list-style-type: none"> Locates and describes cultures that comprise Michigan's diverse population Locates major resources of the state and those used in industry Explains how other cultures have adapted and modified the environment Locates major economic activities in the state Describes major movements of goods, people and products in the state Draws a map of the state Describes the Great Lakes Ecosystem 		Geographical Perspective: <ul style="list-style-type: none"> Locates and describes the major places, cultures, and communities of the nation and compares their characteristics Explains how various people and cultures have adapted to and modified the environment Describes major kinds of economic activity and the factors influencing their location Locates major world events and explains how they impact people 	
Civics Perspective: <ul style="list-style-type: none"> Describes the organization and roles of government at the local and state level Defines Core Democratic Values and identifies them in school situations Describes the roles of courts at the local and state level Describes how citizens participate in campaigns and elections Describes ways that nations of the world interact with Michigan 		Civics Perspective: <ul style="list-style-type: none"> Summarizes the main points of the Declaration of Independence Describes the rights guaranteed by the Constitution, including religious liberty, free expression, privacy, property, due process and equal protection Identifies responsibilities of citizens Distinguishes between state and federal courts Explains the organization of local, state and federal government Describes how events in the world have affected Americans 	
Economics Perspective: <ul style="list-style-type: none"> Analyzes the costs, benefits and alternatives to consumer credit Describes natural, capital and human resources in Michigan Describes the major role industry has played in Michigan Explains the services the State Government provides Describes how Michigan's location has impacted its economic development Explains how businesses are involved in trade as producers, distributors, importers and exporters 		Economics Perspective: <ul style="list-style-type: none"> Explains why people must face scarcity when making an economic decision Explains opportunity costs when making a personal decision Uses a decision-making model to examine choices made by the colonists Examines the historical and contemporary role an industry played in the development of the United States Explains how businesses are involved as producers, distributors, importers and exporters 	
Inquiry: <ul style="list-style-type: none"> Poses a question about Michigan; locates information about the state using a variety of sources 		Inquiry: <ul style="list-style-type: none"> Poses a question; gathers information to answer the question; supports the answer with evidence and reports the result of the research 	

<ul style="list-style-type: none"> Organizes information into graphs, charts and maps and answers the question Interprets information about Michigan from charts, graphs, and maps 	
Public Discourse and Decision-Making: <ul style="list-style-type: none"> Poses a question about the state and engages others in a conversation to answer that question Composes a short essay expressing an opinion about a local or state issue 	Public Discourse and Decision-Making: <ul style="list-style-type: none"> Examines a problem, explains the sides in the issue and proposes solutions Engages others in conversation about possible solutions Composes a short essay expressing an opinion on the issue
Citizen Involvement: <ul style="list-style-type: none"> Engages in activity that contributes to solving a local, state or national problem that they have studied 	Citizen Involvement: <ul style="list-style-type: none"> Engages in an activity designed to contribute to solving a problem

SCOPE AND SEQUENCE

Social Studies

University Preparatory Middle and High Schools

Middle School	High School
<p><u>Historical Perspective:</u> Focuses on time prior to and through the era of Reconstruction</p> <ul style="list-style-type: none"> Constructs and interprets timelines of people and events from the history of Michigan, the U.S., and other regions of the world Describes major factors that characterize these eras in U.S. history: The Meeting of Three Worlds, Colonization and Settlement, Revolution and the New Nation, Expansion and Reform, and The Civil War and Reconstruction Selects a contemporary condition in Africa, Asia, Canada, Europe and Latin America and traces some of the major historical origins of each Uses narratives and graphic data to describe settings of significant events that shaped the development of Michigan and the U.S. Identifies and explains how individuals in history demonstrated good character and personal virtue Selects conditions in various parts of the world and describes how they have been shaped by events of the past Uses historical biographies to explain how events from the past affected the lives of individuals and how some individuals influenced the course of history Uses primary and secondary records to analyze significant events that shaped the development of Michigan and the U.S. Analyze interpretations of major events selected from 	<p><u>Historical Perspective:</u> Focuses on time since the era of Reconstruction</p> <ul style="list-style-type: none"> Constructs and interprets timelines of people and events in the history of Michigan and the U.S. Describes major factors that characterize these eras in U.S. history: The Development of the Industrial United States, The Emergence of Modern America, The Great Depression and World War II, Post War United States, and Contemporary United States Identifies some of the major eras in world history and describes their defining characteristics Draws upon narratives and graphic data to explain significant events that shaped the development of Michigan and the U.S. Identifies and explains how individuals in history demonstrated good character and personal virtue Selects events and individuals from the past that have had a global impact on the modern world and describes that impact Uses primary and secondary records to analyze significant events that shaped the development of Michigan and the U.S. Challenge arguments of historical inevitability by formulating examples of how different choices could have led to different conclusions Selects contemporary problems in the world and

<p>world history to reveal perspectives of the authors</p> <ul style="list-style-type: none"> • Shows that historical knowledge is temporary and subject to change by describing interpretations of the past that have been revised when new information was uncovered • Composes narratives of events from the history of Michigan and the United States • Identifies major decisions in Michigan, U.S. and world history; analyzes contemporary factors contributing to the decisions and considers alternative courses of action • Identifies the responses of individuals to historic violations of human dignity involving discrimination, persecution and crimes against humanity • Selects historic decisions and evaluates them in light of core democratic values and resulting costs and benefits viewed from a variety of perspectives 	<p>composes historical narratives that explain their antecedents</p> <ul style="list-style-type: none"> • Identifies major decisions in Michigan and U.S. history; analyzes contemporary factors contributing to the decisions and considers alternative courses of action • Evaluates the responses of individuals to historic violations of human dignity involving discrimination, persecution and crimes against humanity • Analyzes key decisions by drawing appropriate historical analogies • Selects pivotal decisions in U.S. history and evaluates them in light of core democratic values and resulting costs and benefits viewed from a variety of perspectives
<p><u>Geographic Perspective:</u></p> <ul style="list-style-type: none"> • Locates and describes diverse places, cultures and communities of major world regions • Describes and compares characteristics of major world cultures (language, religion, belief systems, gender roles, and traditions) • Explains why people live and work as they do in different regions • Locates, describes and compares the ecosystems, resources and human environment interactions of major world regions • Locates major ecosystems, describes their characteristics and explains the process that created them • Explains the importance of different kinds of ecosystems 	<p><u>Geographic Perspective:</u></p> <ul style="list-style-type: none"> • Describes how major world issues and events affect various people, societies, places and cultures in different ways • Explains how culture might affect women's and men's perspectives • Describes the environmental consequences of major world processes and events • Assesses the relationship between property ownership and the management of natural resources • Describes major world patterns of economic activity and explains the reasons for the patterns • Explains how events have causes and consequences in different parts of the world

<p>to people</p> <ul style="list-style-type: none"> • Locates and describes some major economic activities and occupations of major world regions and explain the reasons for their locations • Explains how governments have divided land and sea areas into different regions • Describes how and why people, goods and services, and information move within world regions and between regions • Describes the major economic and political connections between the U.S. and different world regions and explains their causes and consequences • Draws a sketch map of the world from memory • Locates and describes major cultural, economic, political and environmental features of Africa, Europe, Asia, Australia and North and South America and the processes that created them • Describes major patterns of world population, physical features, ecosystems, cultures, and explains some of the factors causing the patterns • Compares world regions with respect to cultures, economy, governmental systems, environment and communications • Describes how social and scientific changes in regions may have global consequences • Describes the geographic aspects of events taking place in different regions of the world • Explains how elements of the physical geography, culture and history of the region may be influencing current events 	<ul style="list-style-type: none"> • Explains how major world processes affect different world regions • Explains how major world regions are changing • Explains how processes like population growth, economic development, urbanization resource use, international trade, global communication and environmental impact are affect different world regions • Describes major patterns of economic development and political systems and explains some of the factors causing them • Explains how geography and major world processes influence major world events • Explains the causes and importance of global issues involving cultural stability and change, economic development and international trade, resource use, environmental impact, conflict and cooperation, and explains how they may affect the future
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Civic Perspective:

- Describes how the federal government in the U.S. serves the purposes set forth in the Preamble to the Constitution
- Distinguishes between representative democracy in the U.S. and other forms of government
- Explains how the rule of law protects individual rights and the common good
- Explains the importance of limited government to protect political and economic freedom
- Identifies the essential ideas in the Declaration of Independence and the origins of those ideas, and explains how they set the foundation for civic life, politics and government in the U.S.
- Describes provisions of the U.S. Constitution which delegate government the powers necessary to fulfill the purposes for which it was established
- Explains means for limiting the powers of government established by the Constitution
- Distinguishes between civil and criminal procedure
- Identifies disparities between American ideals and realities and proposes way to reduce them
- Evaluates information and arguments from various sources in order to evaluate candidates for public office
- Explains how the Constitution is maintained as the supreme law of the land
- Describes the purposes and functions of major international governmental organizations
- Describes means used by the U.S. to resolve international conflicts

Civic Perspective:

- Identifies benefits and challenges of diversity in American life
- Uses the ideas in the Declaration of Independence to evaluate the conduct of citizens, political behavior, and the practices of government
- Using actual cases, evaluates the effectiveness of civil and criminal courts in the U.S.
- Explains why people may agree on democratic values in the abstract but disagree when they are applied to specific situations
- Evaluates possible amendments to the Constitution
- Evaluates proposals for reform on the political system
- Analyzes causes of tension between the branches of government
- Describes the influence of the American concept of democracy and individual rights in the world
- Evaluates foreign policy positions in light of national interests and American values
- Decides what the relationship should be between the U.S. and international organizations

Economic Perspective:

- Uses economic reasoning when comparing price, quality and features of goods and services
- Evaluates employment and career opportunities in light of economic trends
- Analyzes the reliability of information when making economic decisions
- Using a real example, describes how business practices, profit, and a willingness to take risks, enabled an entrepreneur to operate
- Compares various methods for the production and distribution of goods and services
- Describes the effects of a current public policy on businesses
- Examines the historical and contemporary role an industry has played and continues to play in the state of Michigan and the U.S.
- Distinguishes between public and private goods using contemporary examples
- Identifies and describes different forms of economic measurement
- Uses case studies to assess the role of government in the economy
- Distinguishes different forms of taxation and describes their effects
- Compares the historical record of market economies in solving the problem of scarcity
- Describes the roles of the various economic institutions which comprise the American economic system

Economic Perspective:

- Designs a strategy for earning, spending, saving, and investing their resources
- Evaluates the impact on households of alternative solutions to societal problems such as health care, housing or energy use
- Analyzes ways individuals can select suppliers of goods and services and protect themselves from deception in the marketplace
- Outlines the decision making process a business goes through when deciding whether to export to a foreign market
- Evaluates ways to resolve conflicts resulting from differences between business interests and community values
- Examines the historical and contemporary role an industry has played and continues to play in a community
- Describes the use of the economic indicators and assess their accuracy
- Distinguishes between monetary and fiscal policy and explains how each might be applied to problems such as unemployment and inflation
- Compares governmental approaches to economic growth in developing countries
- Selects criteria to use in evaluating tax policy
- Uses case studies to exemplify how supply and demand, prices, incentives, and profits determine what is produced and distributed in a competitive world market
- Describes relationships between a domestic economy and

<p>(governments, business firms, labor unions, banks, households)</p> <ul style="list-style-type: none"> • Uses case studies to exemplify how supply and demand, prices, incentives, and profits determine what is produced and distributed in the American economy • Analyzes how purchasers obtain information about goods and services from advertising and other sources • Identifies the current and potential contributions of national and world regions to trade • Examines the role of the U.S. government in regulating commerce as stated in the U.S. Constitution • Describes the historical development of the different means of payment such as barter, precious metals, or currency to facilitate exchange 	<p>the international economic system</p> <ul style="list-style-type: none"> • Evaluates the U.S. and other economic systems on their ability to achieve broad social goals such as freedom, efficiency, equity, security, development, and stability • Describes relationships among the various economic institutions that comprise economic systems such as households, business firms, banks, government agencies, and labor unions • Compares and contrasts a free market economic system with other economic systems • Evaluates the benefits and problems of an economic system built on voluntary exchange • Traces the historical development of international trading ties • Explains how specialization, interdependence, and economic development are related • Describes the effect of currency exchange, tariffs, quotas, and product standards on world trade and domestic economic activity
<p><u>Inquiry:</u></p> <ul style="list-style-type: none"> • Locates and interprets information about the natural environments and cultures of countries using a variety of primary and secondary sources and electronic technologies • Uses traditional and electronic means to organize social science information and to make maps, graphs, and tables • Interprets social science information about the natural environment and cultures of countries from a variety of primary and secondary sources 	<p><u>Inquiry:</u></p> <ul style="list-style-type: none"> • Locates information pertaining to a specific social science topic in depth using a variety of sources and electronic technologies • Uses traditional and electronic means to organize and interpret information pertaining to a specific social science topic and prepare it for in-depth presentation • Develops generalizations pertaining to a specific social science topic by interpreting information from a variety of sources

<ul style="list-style-type: none"> • Poses a social science question about a culture, world region or international problem • Gathers and analyzes information using appropriate information technologies to answer the question posed • Constructs an answer to the question posed and supports answer with evidence • Reports the result of their investigation including the procedures followed 	<ul style="list-style-type: none"> • Conducts an investigation prompted by a social science question and compares alternative interpretations of their findings • Reports the results of their investigation including procedures followed and a rationale for their conclusions
<u>Public Discourse and Decision Making:</u> <ul style="list-style-type: none"> • States public policy issues and their related ethical, definitional and factual issues as questions • Traces the origins of a public issue • Explains how culture and experiences shape positions that people take on an issue • Engages peers in conversations which attempt to clarify and resolve national and international policy issues • Composes essays expressing decisions on national and international policy issues 	<u>Public Discourse and Decision Making:</u> <ul style="list-style-type: none"> • Generates possible alternative resolutions to public issues and evaluates them using criteria that have been identified • Engages peers in elaborated conversations that deeply examine public policy issues and help make reasoned and informed decisions • Composes extensively elaborated essays expressing and justifying decisions on public policy issues
<u>Citizen Involvement:</u> <ul style="list-style-type: none"> • Uses laws and other ethical rules to evaluate their own conduct and the conduct of others • Engages in activities intended to contribute to solving a national or international problem students have studied 	<u>Citizen Involvement:</u> <ul style="list-style-type: none"> • Acts out of respect for the rule of law and holds others accountable to the same standard • Plans and conducts activities intended to advance their views on matters of public policy, reports the results of their efforts and evaluates their effectiveness

Appendix VII

UNIVERSITY PREPARATORY ACADEMY

SYLLABI

Elementary School

Exhibit A
Exhibit B
Exhibit C
Exhibit D

Elementary School English Language Arts
Elementary School Mathematics
Elementary School Science
Elementary School Social Studies

Middle School

Exhibit E
Exhibit F
Exhibit G
Exhibit H

Middle School English Language Arts
Middle School Mathematics
Middle School Science
Middle School Social Studies'

High School

Exhibit I
Exhibit J
Exhibit K
Exhibit L

High School English Language Arts
High School Mathematics
High School Science
High School Social Studies

Exhibit A
UNIVERSITY PREPARATORY ELEMENTARY SCHOOL
ENGLISH LANGUAGE ARTS SYLLABUS
WORKING DRAFT

Curriculum	Methods	Materials	Assessments
Reading objectives as outlined in UPA Elementary School Scope and Sequence	<p>Balanced Literacy as described by Fountas and Pinell, including the following elements as appropriate:</p> <ul style="list-style-type: none"> • Modeled/Shared Reading • Interactive Read Alouds • Guided Reading • Independent Reading • Language/Word Play • Phonics/Word Study • Literature Discussions • Poetry Sharing/Response • Choral Reading • Readers' Theater/Process Drama • Author/Genre Study 	<p>Teacher Resources for K-2:</p> <ul style="list-style-type: none"> • Guided Reading, Good First Teaching for all Children (Fountas and Pinell) • Word Matters: Teaching Phonics and Spelling in the Reading/Writing Classroom (Fountas and Pinell) • Teachers Guide, Guided Reading (Rigby) <p>Teacher Resources for 3-5</p> <ul style="list-style-type: none"> • Guiding Readers and Writers: Grades 3-6 (Fountas and Pinell) • Word Matters (Fountas and Pinell) • Levelled Books for Readers, grades 3-6 (Fountas and Pinell) 	<ul style="list-style-type: none"> • Observations and Notes based on daily work • Running Records • Review of performance against benchmarks at quarterly Individualized Learning Team meetings • MEAP

Writing objectives as outlined in UPA Elementary School Scope and Sequence		<p>Student Materials at all levels:</p> <ul style="list-style-type: none"> Leveled Books Class Library Book Boxes Wall Charts Dictionaries Encyclopedias Magazines Books related to Math, Social Studies and Science curricula 	
	<p>Balanced Literacy as described by Fountas and Pinell, including the following elements as appropriate:</p> <ul style="list-style-type: none"> Interactive Writing Guided Writing (small groups) Independent Writing Handwriting lessons Interactive Edit Investigations 	<p>Teacher Resources for K-2:</p> <ul style="list-style-type: none"> Guided Writing: How Language and Literacy Come Together, K-2 Write One: A Handbook for Young Writers (1st grade) Write Away: A Handbook for Young Writers and Learners (2nd grade) <p>Teacher Resources for 3-5:</p> <ul style="list-style-type: none"> Write on Track: A Handbook for Young Writers, Thinkers and Learners (3rd grade) Writers Express: A 	<ul style="list-style-type: none"> Observations and Notes based on daily work Review of writing portfolio – 2x/quarter Review of performance against benchmarks at quarterly Individualized Learning Team meetings MEAP

<p>Listening objectives as outlined in UPA Elementary School Scope and Sequence</p>	<p>Guided preparation for quarterly public exhibitions</p>	<p>Handbook for Young Writers, Thinkers and Learners (4th and 5th grades)</p> <p>Student Materials at all levels:</p> <ul style="list-style-type: none"> • Wall charts of writing checklists • Word walls • Response Journals <p>Teacher Resource Materials:</p> <ul style="list-style-type: none"> • Morning Meeting Book (Kriete) <p>Student Materials:</p> <p>Listening Centers</p>	<ul style="list-style-type: none"> • Observations and Notes based on daily work • Review of performance against benchmarks at quarterly Individualized Learning Team meetings • Observations of participation in peers' Individualized Learning Team Meetings
<p>Speaking objectives as outlined in UPA Elementary School Scope and Sequence</p>	<p>Guided preparation for quarterly public exhibitions</p>	<p>Student Materials:</p> <ul style="list-style-type: none"> • Wall charts 	<ul style="list-style-type: none"> • Observations and Notes based daily observations of Morning Meeting • Observations and Notes based on public exhibitions • Review of performance against benchmarks at quarterly Individualized Learning Team meetings

Exhibit B
UNIVERSITY PREPARATORY ELEMENTARY SCHOOL
MATHEMATICS SYLLABUS
WORKING DRAFT

Curriculum	Methods	Materials	Assessment
Objectives as outlined in UPA Elementary School Scope and Sequence	<ul style="list-style-type: none"> Activity-based explorations of math concepts and skills (includes representing concepts with manipulatives and through drawing, talking and writing about processes used, justifying solutions, etc.) Practice activities for skill reinforcement and developing automaticity Partner, Small and Large Group Discussions to surface multiple approaches to solve problems Games Applying Concepts through analysis of relevant literature 	<p>Investigations in Number, Data and Space (Pearson/Scott Foresman)</p> <ul style="list-style-type: none"> Curriculum Unit Package Teacher Resource Package (including parent letters) Student Materials Kit Literature Books <p>Nimble with Numbers (Pearson) for additional computation practice</p>	<ul style="list-style-type: none"> Observation and notes of daily work End of unit assessment tasks End of year Investigations Test Observation of public exhibitions Review of performance against grade level objectives at quarterly Individualized Learning Team meetings MEAP

Exhibit C
UNIVERSITY PREPARATORY ELEMENTARY SCHOOL
SCIENCE SYLLABUS
WORKING DRAFT

Curriculum	Methods	Materials	Assessment
<p>Science objectives as outlined in UPA Elementary School Scope and Sequence</p> <p><u>Units</u></p> <p>Kindergarten: Dirt, Sand and Water Study Constructions Collections from Nature My Body Class Pet Playing with Prisms</p> <p>Grade 1: Collecting and Examining Life Weather Motion</p> <p>Grade 2: Life Cycles Rocks Sound</p>	<ul style="list-style-type: none"> Hypothesis Building Experimentation Observation Recording Results Guided Discussions focused on making connections outside the classroom Reflective Writing Drawing 	<ul style="list-style-type: none"> Science Companion (Pearson/Scott Foresman) Teacher Manuals Teacher Masters Student ExploraGear Student Notebooks Relevant trade books and web resources Science Interest Center 	<ul style="list-style-type: none"> Observing children at work during the lesson activities and in the Science Center Listening carefully to children's questions and ideas Reviewing children's science notebooks and talking with them about their entries free writes on relevant topics in-depth performance-based assessment tasks Analyzing presentations at public exhibitions Review of performance against grade level objectives at quarterly Individualized Learning Team meetings MEAP

Grade 3: Habitats Our Solar System Light				
Grade 4: Nature's Recyclers Watery Earth Matter				
Grade 5: Human Body in Motion Earth's Changing Surface Energy				

Exhibit D
UNIVERSITY PREPARATORY ELEMENTARY SCHOOL
SOCIAL STUDIES SYLLABUS
WORKING DRAFT

Curriculum	Methods	Materials	Assessment
<p>Social Studies objectives as outlined in UPA Elementary Scope and Sequence</p> <p><u>Units</u></p> <p>Kindergarten: Family Life Childhood</p> <p>Grade 1: Money Transportation Clothing</p> <p>Grade 2: Food Communication</p> <p>Grade 3: Government Shelter</p> <p>Grade 4: Michigan</p> <p>Grade 5: America's Past</p>	<ul style="list-style-type: none"> • Interviewing Students • Activating and deepening prior knowledge • Teachers share own experience with the cultural universal being explored • Discovery activities • Read Alouds • Discussions • Debating Alternatives • Showing/Telling • Games • Home Assignments (Interviewing Parents/Family Members) 	<ul style="list-style-type: none"> • Social Studies Excursions K-3 Teacher Manuals (Heinemann) • Social Studies Excursions K-3 Parent Letters • Maps and Globes • Social Studies Interest Center • Our Michigan Adventure: TE, Assessment Package, Activity Masters • Our Core Democratic Values • Social Studies Alive -- Grade 5: History Alive, Teacher Resources 	<ul style="list-style-type: none"> • Observing children at work during the lesson activities and in the Social Studies Center • Listening carefully to children's questions and ideas • Free writes on relevant topics • End of unit review tests • Analyzing presentations at public exhibitions • Review of performance against grade level objectives at quarterly Individualized Learning Team meetings • MEAP

Exhibit E

UNIVERSITY PREPARATORY MIDDLE SCHOOL
ENGLISH LANGUAGE ARTS SYLLABUS
WORKING DRAFT

Curriculum	Methods	Materials	Assessments
Reading - Objectives as outlined in UPA Middle School Scope and Sequence	<ul style="list-style-type: none"> • Activating prior knowledge • Determining Important Ideas • Questioning the Text • Creating Visual and Sensory Images • Drawing Inferences • Retelling and Synthesizing • Utilizing Fix-Up Strategies • Read Alouds • Guided Reading • Reciprocal Teaching 	<ul style="list-style-type: none"> • Coalition of Essential Schools Real Reading in the Middle materials • Soar to Success (Houghton Mifflin) • Magazines, technical manuals, poetry, drama, research materials, newspapers • Teacher and student selected novels • Teacher selected read alouds 	<ul style="list-style-type: none"> • Informal reading inventory • Running records • Gates MacGinitie Reading Test • Quarterly Individualized Learning Team Meetings • MEAP ELA Test • ACT Explore Test (grade 8)
Writing - Objectives as outlined in UPA Middle School Scope and Sequence	<ul style="list-style-type: none"> • Guided Writing • The Writing Process 	<ul style="list-style-type: none"> • Coalition of Essential Schools Real Reading in the Middle materials • Writing Checklists • Models of Excellence 	<ul style="list-style-type: none"> • Quarterly Individualized Learning Team Meetings • MEAP ELA Test • ACT Explore Test

			<ul style="list-style-type: none">• Writing Rubrics• Dictionaries• Thesauri• Style manuals	(grade 8) <ul style="list-style-type: none">• Quarterly Public Exhibitions
Listening	<ul style="list-style-type: none">• Direct Instruction• Modeling		<ul style="list-style-type: none">• Teacher-made materials• Audiotapes• Films	<ul style="list-style-type: none">• Quarterly Individualized Learning Team Meetings• Quarterly Public Exhibitions
Speaking	<ul style="list-style-type: none">• Direct Instruction• Modeling• Guided analysis of expert performances• Guided application of performance rubrics• LTI experiences• Preparing for job interviews		<ul style="list-style-type: none">• Teacher-made materials• Electronic materials• Videotapes• Audiotapes of outstanding oratory	<ul style="list-style-type: none">• Quarterly Individualized Learning Team Meetings• Quarterly Public Exhibitions• Reports of LTI Mentors
Study Skills	<ul style="list-style-type: none">• Creating and implementing individualized projects• Coaching for public exhibitions• Coaching for peer feedback		<ul style="list-style-type: none">• Teacher-made materials• Performance Rubrics• Reflection Journals	<ul style="list-style-type: none">• Quarterly Individualized Learning Team Meetings• Quarterly Public Exhibitions

EXHIBIT F
MATHEMATICS SYLLABUS
WAYNE STATE UNIVERSITY/UNIVERSITY PREPARATORY MATHEMATICS PROGRAM
COURSE REQUIREMENTS AND SYLLABUS

Program Policies and Expectations

We are committed to high standards and high expectations, creating a successful learning environment for everyone. We are convinced that every student has a valuable contribution to make every day. For these reasons, all participants will be asked to adhere to the following guidelines:

Attendance & Preparedness

Full participation in the course is an essential component of success. Students must arrive to class prepared and on time and must be present during the **entire** class to earn credit for that day's work. Prepared for class includes bringing a pencil as well as a notebook and folder that are dedicated exclusively to mathematics. Students will not be admitted to the classroom without these supplies and will not receive credit for that day. Late students will not be admitted to the classroom and will not receive credit for that day. Credit for 80% of the class sessions is required to complete the course. Less than 80% credit in any quarter is grounds for failing the course and may be grounds for dismissal from the program.

Homework

Hard work and regular practice are required for high achievement. Daily homework assignments must be completed and turned in on time. Credit for 80% of the homework assignments is required to complete the course. Less than 80% credit in any quarter is grounds for failing the course and may result in dismissal from the program. Students approaching the missed-assignment limit will be required to attend daily after-school homework sessions.

Behavior

All participants are to treat each other with respect and courtesy at all times, maintaining behavior consistent with being part of a university program. Behavior that fails to meet this standard is grounds for dismissal.

Assessment

Students' grades are based on weekly Friday quizzes, four tests per semester and a final exam at the end of the semester. No make-up quizzes will be given. Dates for all exams will be announced in advance. All students should diligently review and prepare, using homework assignments and previous assessments, for each evaluation. To pass the course, students must have a final grade of at least 70% **and** a minimum score of 60% on the final exam. Students who are having difficulty in the course will be asked to attend daily after-school tutoring sessions.

Content Objectives

See the Mathematics Scope and Sequence.

Course Materials

Courses offered at University Preparatory Academy integrate the textbooks and supplemental materials of the Connected Mathematics Project program. All courses use *Algebra: Plain and Simple* by Dr. Steven M. Kahn. Fraction and graphing calculators are used at the middle school level; graphing calculators are used at the high school level.

Core Methods

All courses are taught through a combination of lecture and exploration. Content notes are given daily. Students complete additional problems and explore topics through group work.

Curriculum Overview

The basic pacing for each of the currently offered WSU Mathematics course is below. Pacing is approximate and changes as each course is revised each semester. Pacing for additional courses is developed as the course is added to the schedule.

The Real Numbers I (UPA)	Week(s)
Introduction; The Whole Numbers Definition & Representation using Number Bars Writing & Reading Adding, Subtracting, Multiplying & Dividing	2
Factoring and Divisibility of Whole Numbers	2
The Integers Definition of Opposite Adding Integers	2
Fractions Definition & Representation using Number Bars $a/a=1$ Percent means hundredths & famous percents Obvious Comparisons (2 reasons) Comparing to $1/2$ Estimating Fractions by Comparing to 0, $1/2$ or 1	4
Simplifying Fractions	3
Equivalent Fractions: The Power of 1 Converting Common Denominators	2
Comparing Fractions Obvious v. CD Comparisons Using Common Denominators	3

The Real Numbers II (UPA)	Week(s)
Review Mixed Numbers	3
Fractions Greater Than 1 Definition & Representation using Number Bars Fractions & Division	2
Ratios	2
Decimals: Place Value; Writing as Fractions and Percents	2
Estimating Decimals; Rounding Off	1
Comparing Decimals	1
Main Fact about Real Numbers Converting Fractions to Decimals Fractions as Terminating or Repeating Decimals	2
Square Roots & The Discovery of Irrational Real Numbers Definition of "Square Root" Searching for $\sqrt{2}$ using the Pythagorean Theorem Estimating Square Roots	3
The Irrational Real Number π Definition (Circumference of a Circle) Estimation	2

Operations on the Real Numbers I (UPA)	Week(s)
Introduction and Review of the Real Numbers	1
Addition The Important Properties; Main Principle of Addition; Adding Integers	2
Adding Fractions, Mixed Numbers and Decimals	2
Applications of Addition	1
Multiplication The Important Properties; Multiplying Integers	2
Main Principle of Multiplication Multiplying and Simplifying Fractions & Mixed Numbers	2
Multiplying Decimals Scientific Notation	2
Properties of Exponents	1
Roots	1
Fractions of Numbers Representing and Computing	1
Fractions of Numbers Estimating	1
Fractions of Numbers Finding the Fraction; "Out of"	1
Applications of Multiplication	1

Exhibit G

UNIVERSITY PREPARATORY MIDDLE SCHOOL
SCIENCE SYLLABUS
WORKING DRAFT

Curriculum	Methods	Materials	Assessments
<p>Science objectives as outlined in UPA Middle School Scope and Sequence</p> <p>Integrated Thematic Units are in development. Motion, Movement and Me is an example (see attached)</p>	<ul style="list-style-type: none"> • Direct Instruction (individuals and small groups) • Experiments • Web Research • Field trips • Individual projects 	<ul style="list-style-type: none"> • Teacher-made materials • Trade books • Encyclopedias • Web resources • Human resources – "experts in the field" • Exemplary models 	<ul style="list-style-type: none"> • Advisor observations • Quarterly Individualized Learning Team Plans • Quarterly Public Exhibitions • MEAP Science Test (8th grade) • ACT Explore Test (8th grade) •

Movement, Motion and Me

An emerging eight-week Quarter's worth
of Direct Instruction and Projects

D^H TH: Science (Physics)

B^H ADTH/CONNECTIVITY: Drama, Economics, Reading, Math (Measuring/ Graphing),
Systems Thinking and Writing

Offers activities and projects targeted at three developmental levels
to allow advisor-chosen schedule of direct instruction and individualized learner project-
selection from the menu

	★	★★	★★★
Ex: bringing facts, categories, ex: rience-based decisions, poi of view	Understanding relationships between facts/categories, evidence-based decisions, identifying multiple perspectives	Identifying Systems/patterns behind facts/categories, negotiating decisions, appreciating and evaluating perspectives	

Developed for
University Preparatory Academy
August, 2002

Work in progress! Proceed with joy!

T: me's Essential Questions:

- 1) What starts motion? Once started, why does it stop?
- 2) What is the same about any two motions? What is different? How do we know?
- 3) How do we represent motion?

S: -Themes and Questions:

M: MOVING ON

- 1) How do you measure speed?
- 2) How do you describe changes in motion?
- 3) How can the force of gravity be measured?

GETTING A GRIP ON GRAVITY

- 4) Do all objects fall at the same rate?
- 5) How does air change the rate at which an object falls?
- 6) How are objects at rest and objects in motion alike?

MAKING AND MEASURING

MOTION

- 7) How do forces affect motion?
- 8) How does friction affect the motion of objects?

FORCES IN PAIRS

- 9) What property do all moving objects share?
- 10) How do actions cause reactions?
- 11) How can equations, charts, tables, and graphs represent motion?

Objectives: Learners will be able to:

MOVING ON

- 1) Define and measure speed
- 2) Use two measurements to express speed
- 3) Explain the ways a moving object can accelerate
- 4) Describe how friction makes brakes work

GETTING A GRIP ON REALITY

- 5) Explain how the mass of an object can stay the same while weight changes
- 6) Demonstrate how an object's weight affects the rate at which it falls
- 7) Explain how gravity, distance, and acceleration of a falling body are related
- 8) Find out why some objects fall faster than others

MAKING AND MEASURING MOTION

- 9) Explain Newton's First Law: discuss objects at rest and in motion
- 10) Use inertia to protect a crash test dummy
- 11) Explain Newton's Second Law: discuss changes in motion
- 12) Demonstrate how trucks with different masses are affected by equal forces
- 13) Explain how friction can be useful and harmful

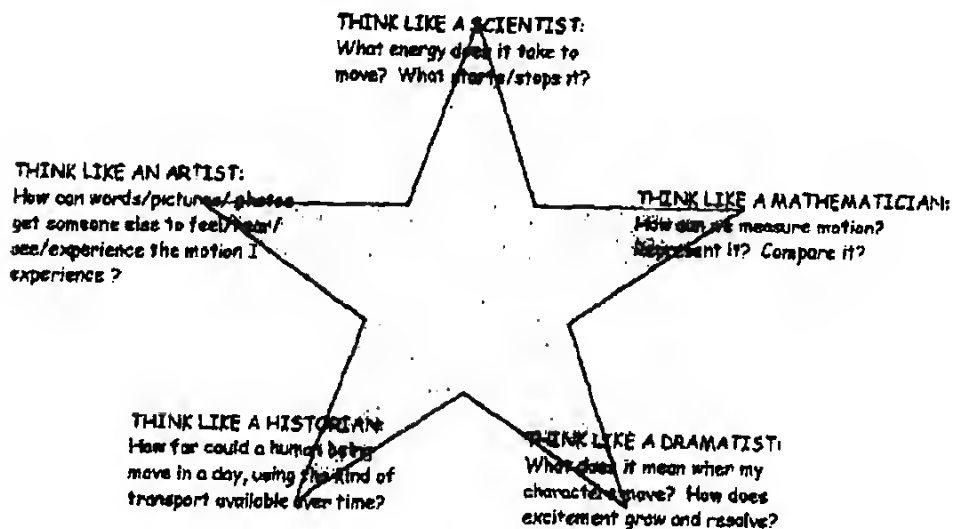
FORCES IN PAIRS

- 14) Calculate the momentum of an object
- 15) Explain Newton's third Law through basketball

Movement, Motion and Me

Essential Questions

- 1) What starts motion? Once started, why does it stop? What changes it?
What would make a car start or stop? A football? A roller coaster? A baseball player sliding into home? The action in a drama? Growth in a business plan?
- 2) How do we represent motion?
How does a poet do it? How does a basketball coach? A mathematician? An astronaut? An entrepreneur?
- 3) Does "speed" make life better?
What has speeded up over the last 300 years? What's better because of it? What's worse? How do we know?



Overall Goals:

- 1) Students will be able to understand and use words, diagrams, and graphs to describe different types of motion (ie, speed, velocity, acceleration, deceleration, gravity, friction etc)
- 2) Students will be able to explain how "motion" plays out differently in different disciplines - ie, growth in economics, tension and resolution in drama, balancing and reinforcing cycles in dynamic systems, etc.
- 3) Students will be able to explain their reasoning about the relative value of some kinds of motion - what makes motion "good" "better" "less effective" etc.

Graphic Overview of Learning Activities

A: "aerial view" of the quarter's menu of POSSIBLE learning activities looks like this:
 (P: body should tackle all or even most of this - Select your emphasis here)

	*	**	***
Science (This is the box - Do this one)	Motion, momentum, friction, inertia, Newton's Laws, speed, acceleration, force		
Math	Calculation, Measuring	Tables and Graphs	Scale
Language Arts	Identifying elements of drama: blocking, exposition, monologue, character sketch	Analyzing how elements of drama are used to create rising action, climax, falling action and catharsis	Seeing how "decisions" create a series/chain of events; elements of producing a play
Social Studies	Identify and represent pertinent facts to Stock Mkt Crash of '29, Vietnam War and Sept 11 '02 attacks	Making connections between facts and subsequent events in American society. Seeking evidence. Cause & Effect.	Identify patterns established in society resulting from historically significant events. Personal point of view.
Systems Thinking	Using Systems Thinking tools (see badge) to create a business plan for the amusement part project	Use Systems Thinking tools (see badge) for making Behavior Over Time graphs of dramas	Use Systems Thinking tools (see badge) for making Causal Loops of American Historical chains of events

Graphic Overview of Projects

By mid-term, with some selection of learning activities under their belt (and perhaps some badges from the first quarter "kits") learners should be ready to tackle these intriguing sample projects (among others): More detail is available behind the tabs. Systems thinking and math can be used in many of these projects. **SELECT ONES TO OFFER YOUR STUDENTS AS OPTIONS.**

Roller Coaster Ride 1, 2 or 3*	Use your real world and school knowledge of physics and roller coasters to design and construct a model of a roller coaster ride.
Mouse-Trap Powered Vehicle 1, 2 or 3*	Use your real world and school knowledge of physics and vehicles to design and construct a mouse trap powered vehicle. Research your topic in books, encyclopedias, film, newspapers, and on the web. Your vehicle must travel a minimum distance of three meters and stop at a pre-determined length from the start point.
Tennis Ball Catapult 1, 2 or 3*	Use your real world and school knowledge of physics and simple machines to design and construct a catapult that will launch a tennis ball the farthest distance possible.
Character and Monologue*	Students create a character and a one-scene monologue where "movement" is used to create meaning.
Dramatic Action Analysis**	Students write an essay after reading an entire play, with a focus on pacing its emotional intensity, motion and energy.
Multi-scene play***	Building off what was learned in * and ** students write a one-act, multi-scene play that includes a "decision" that a character has to make, with an eye towards pacing, motion and climax/release of energy.
Explain a historical event 1 or 2*	Use primary source documents to go in-depth to discover how facts impacted people's lives, or the impact of the historical event on life today.
Evaluate a controversy***	Evaluate a controversy implicit in events discussed in class, and after researching multiple viewpoints, form and defend a reasoned opinion.

Appendix H
UNIVERSITY PREPARATORY MIDDLE SCHOOL
SOCIAL STUDIES SYLLABUS
WORKING DRAFT

Curriculum	Methods	Materials	Assessment
<p>Social Studies objectives as outlined in the UPA Middle School Social Studies Scope and Sequence</p> <p>Integrated Thematic Units are in development or being piloted (see attached):</p> <ul style="list-style-type: none"> • Exploring Detroit and Beyond • It's a Crime • Who Am I? 	<ul style="list-style-type: none"> • Direct Instruction (individuals and small groups) • Experiments • Web Research • Field trips • Individual projects • Job shadows • Read-alouds • Interviewing 	<ul style="list-style-type: none"> • Teacher-made materials • Trade books • Encyclopedias, Almanacs, Travelogues • Maps and Globes • Web resources • Human resources – "experts in the field" • Exemplary models 	<ul style="list-style-type: none"> • Advisor observations • Quarterly Individualized Learning Team Plans • Quarterly Public Exhibitions • MEAP Social Studies Test (8th grade) • ACT Explore Test (8th grade)

It's a Crime!

How does a community make laws about what's right and wrong?

Why do people break them?

How does justice get re-established?

So far, this Law and Justice unit sketches projects targeted at three developmental levels, suggests a few activities and resources to suggest the depth and richness we found ... and holds off on building elaborate curriculum until we see how the format we used for

WHO AM I? and MOVEMENT, MOTION AND ME works

	*	**	***
Exploring facts, categories, experience-based decisions, point of view	Understanding relationships between facts/categories, evidence-based decisions, identifying multiple perspectives	Identifying Systems/patterns behind facts/categories, negotiating decisions, appreciating and evaluating perspectives	

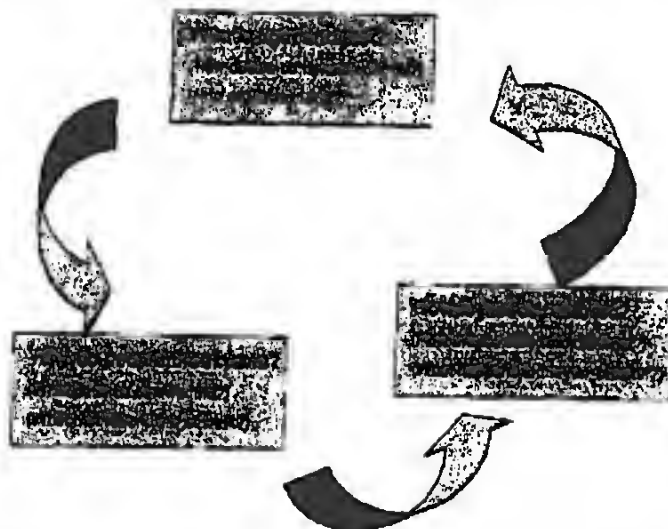
Developed for
University Preparatory Academy
August, 2002

Work in progress! Proceed with joy!

It's a Crime!

Curriculum Development Notes:

This unit is designed to explore concepts of Law and Justice; we conceptualized the essential questions as a kind of cycle (good systems thinking raw material):



This unit lent itself to more integration than our others - it got hard to tell what started out as a "social studies project" from one that started out as a "language arts project," for instance. We encourage you to play with that and do meaningful activities, confident that you can find good connections to forensic science and its inherent math in many aspects. This means it's a good chance to follow your students' questions and interests, because you don't have to get anywhere specific in order to find important skills to teach/learn.

We understand field trips to courtrooms and Lansing legislators need to be scheduled months in advance, so think about where you want to go before you run up against this quarter.

There are MANY web-based lesson plans and units on both forensic science and mock trials. We've listed some; we bet you'll find more. Keep track of what you find for future users. We hope there'll be time before this unit gets rolled out to put more flesh on these option-bones. For instance, kids will need a menu of relevant court cases to choose from for the projects, and every advisor doesn't need to re-invent that wheel.

We notice that many of the tensions and issues about American justice touch on or revolve around racial justice (and so do the novels that came to mind for group reading). Important (and hard) stuff to teach; and it shouldn't have to be the ONLY arena for learning about justice. We think a bit more research than we had time to invest during August would also yield some important material about other tensions: gender equity issues, school prayer issues, disability rights issues, age discrimination issues, corporate crime etc.

Graphic Overview of Suggested Projects

	★	★★	★★★
Social Studies	Choose and research a constitutional right that matters in your life	Study a court case that shows something important about USA's system of justice	Explore a tension in our system of justice: access v. privacy; church v state; equality v racism
Language Arts	Develop a "crime scene" for the Perfect Crime	Propose a law that should exist; research and argue for it	Argue for either MORE rights for prisoners or LESS rights for prisoners
Science	Choose one forensic science technique; research its development over time. Predict next developments.	Research the role of forensic science in an important U.S. court case. Describe and demonstrate the forensic technique used.	Research a court case where forensic science has been used to reverse a judgement - some from Death Row. Reflect on implications for justice system
Math			
Systems Thinking			

Each discipline tab contains:

- Essential Questions
- Objectives
- Descriptive paragraphs for each level project (with "badges" that might be helpful, and portfolio products that might result)
- A list of suggested activities that could be used to build knowledge and skill bases for the projects in this section
- Resources for advisors to learn more

Exploring Detroit ... and Beyond

So far, this unit sketches projects targeted at three developmental levels,
suggests a few activities and resources to suggest the depth and richness we
found ... and holds off on building elaborate curriculum until we see how the
format we used for

WHO AM I? and MOVEMENT, MOTION AND ME works

DE TH: Social Studies

BR ADTH/CONNECTIVITY: Literature, Arts in a Community, Map-making
(Cartography) and related Math, Disease (Epidemiology) and related math,
Ethnography,

★	★★	★★★
Exploring facts, categories, evidence-based decisions, point of view	Understanding relationships between facts/categories, evidence-based decisions, identifying multiple perspectives	Identifying Systems/patterns behind facts/categories, negotiating decisions, appreciating and evaluating perspectives

Developed for
University Preparatory Academy
August, 2002

Work in progress! Proceed with joy!

Exploring Detroit and Beyond

The core discipline here seemed to be social studies - using history to discover what explorers do, and how they think ... and then applying that spirit of exploration to the city we live in. In particular, we wanted the higher-star work to focus on how literacy and arts influence a city. And the science ties use relatively uncommon scientific disciplines to build skills and tools that explorers might need:

- Cartography (map-making)
- Epidemiology (being a "disease detective")
- Ethnography (entering a culture as an observer - useful, we think for LTI work as background for the "ethnography" Big Picture asks kids to fill out. We note that this is not a traditional "hard" science, but believe that the scientific method can be learned and authentically used here)

Graphic Overview of Suggested Projects

	*	**	***
Social Studies	Explore population shifts in Detroit during three periods (early settlers, industrial expansion, 60's to today); write a historical essay or a number picture, make predictions.	Use primary and secondary sources to analyze the U.S. Westward Expansion from the points of view of the explorers and the explored. Write a historical essay or a creative piece	Describe the systems and institutions that motivated exploration - globalization, imperialism, slavery, capitalism, racism, colonization. Write an essay, create original art, build a model or write a speech
Language Arts	Research an aspect of a city and create a pamphlet	Compare literacy and one other aspect of a city: interview, survey, respond to published opinions. Create a timeline, pamphlet and chart, letter and improvement plan.	Investigate "the arts" and three other aspects of a city, and their influence on the city's growth. Advertise an art event and write an essay.

Science	Mapping (Geography): Use explorer's tools to map a route	Health and Disease (Biology, Epidemiology): Pick a disease in another part of the world and research how it affects the human body	Investigating Cultures (Ethnography): Use an ethnographer's questions to analyze a culture familiar to you (UPA, your LTI)
Math	Scale, Coordinate systems	Data, Tables, Graphs	

Each discipline tab contains:

- Essential Questions
- Objectives
- Descriptive paragraphs for each level project (with "badges" that might be helpful, and portfolio products that might result)
- A list of suggested activities that could be used to build knowledge and skill bases for the projects in this section
- Resources for advisors to learn more

Resources for "Exploring" generally:

(There are many, but this list is just a place-holding beginning):

- 1) "You wouldn't Want To Be a Polar Explorer" - a web book about Ernest Shackleton's expedition to Antarctica as a polar explorer. www.saloriva.com/web_books/explorer
- 2) Compare and contrast four kinds of "explorers" by investigating people from lists of Explorers of Land, Ideas, Sky and Art. Write about which kind of exploring attracts you most. Nice cross-disciplinary understanding of exploration. Biographies www.bham.wednet.edu/explore

Social Studies for Law & Justice Unit

Essential Questions

1. How are laws formed?
2. What happens when laws are broken?
3. What have been historic important moments in USA's history of law & justice?

Learning Objectives

- a) Students will gain a historical understanding of the formation and foundations of America's system of justice
- b) Students will gain a foundational understanding of our criminal justice system, including procedures and methods of criminal trials
- c) Students will explore the complexities of America's system of justice - including points of contention, as well as moral & ethical dilemmas

Foundational Content

The following are several topics you may want to cover, as background for class activities and student projects:

How a bill becomes a law
The Bill of Rights and Constitutional Amendments
"Due Process" and criminal procedures
Connections between branches of government - executive, legislative, and judicial

Potential Whole Advisory Enrichment Activities

- Here are some whole-advisory activities you may want to use to *engage* students in the content and *inspire* them to initiate their own "Law and Justice" projects. Where applicable, resources are included.

1. Stage a mock trial, with all students in your advisory taking on a role.

Supports and links to resources for Mock Trials grade 6-12:
<http://www.a-s.clayton.edu/hampikian/forensic/index.htm>.
Also focuses on connections to forensics/science.

Teacher resource: Preparing and Conducting a Mock Trial (A Handbook), by John C. Shipley, information available from website: <http://home.att.net/~mocktrialbook/>

2. Visit a courthouse; follow a local court-case.
3. Invite a policeman from the local precinct as a guest speaker; have students prepare questions about the justice system at the local level.
4. Analyze a movie where the justice system is prominent (i.e., "Twelve Angry Men"; "The Hurricane") or tape, watch and analyze a small-claims court TV show (i.e., "Judge Joe Brown").

**** Related additional resource:** The following website contains information on video documentaries, curriculum, and interactive forums for those wishing to explore the US criminal justice system from a community development standpoint:
<http://www.360degrees.org/360degrees.html>

5. Analyze a song where the justice system is prominent (for example, Bob Dylan's "Hurricane" (1975); any of Rage Against the Machine's songs about Mumia Abu-Jamal).
6. Read as a whole advisory and analyze a fairytale where issues of "justice" are embedded - for example, Goldilocks or Robin Hood. Use these stories as springboards to discuss larger Justice issues.
7. Explore a current controversy related to the legal system (i.e., the death penalty; school prayer). Engage students with multiple forms of representation on the subject matter - movies, news articles, opinions

Who Am I?

An Eight-Week Quarter's worth
Of Activities and Projects

DE: H: Project Skill-building (first 4 weeks)

AP: ICATION: Two projects that communicate something important about
oneself, using skills learned (second 4 weeks)

Offers activities and projects targeted at three developmental levels

*	**	***
Exploring facts, categories, experience-based decisions, point of view	Understanding relationships between facts/categories, evidence-based decisions, identifying multiple perspectives	Identifying Systems/patterns behind facts/categories, negotiating decisions, appreciating and evaluating perspectives

This allows advisors to choose the mix of skills and levels offered for advisory
members to choose from. We assume that more sixth graders will be working at
the (*) level; more seventh graders will be working at the (**) level; and more
eighth graders will be ready for the (***) level, but our commitment to powerful,
individualized learning means we want enough flex that every student can find
something challenging to do wherever they need to be.

Developed for
University Preparatory Academy
August, 2002

Who Am I?

Essential Questions

1. Where am I at in my learning?
2. What can I explore next?
3. What is my place at UPA?

Structure of the Theme Unit

A launch activity helps students see that **WHAT THEY KNOW** and just as importantly **WHAT THEY DON'T YET KNOW** is an important part of who they are, and forms an individual profile that makes each person special.

Four weeks of **SKILL BADGE WORK** guides students to acquire basic project skills they'll need at University Prep, and awards certificates and "badges" upon completion of each skill

Four weeks of **PROJECT WORK** leads to 2 projects, each of which shows something important about the student, using skills acquired (or demonstrated) during Weeks 1-4

What's a "Skill Badge"?

An intensive 1-2 week effort to master a basic project skill at a level that will be expected to be used in projects after the badge is earned. You may want to require students to earn (or test out of) a badge before proposing to use it in project work (to ensure depth and quality of work) .. and some fun, complex projects may not be possible till relevant badges are earned.

Completing a Badge results in

- 1) A certificate awarded to the student (Master copy behind tabs)
- 2) A Badge you cut out from a peel-adhesive sheet of 16 (behind each tab) and give the student to stick to their Portfolio Box
- 3) A notation on the student's "Mastery Map" that (s)he's shown she CAN do this - is ready to demonstrate Beginning, Approaching, Meeting, Exceeding standards levels during Project Work



The actual badges themselves are printed on adhesive-backed paper behind the BADGES tab of this notebook. When a student satisfies you that they have earned the badge (some have checklists; others have a demonstration "exit task") you should cut off one of the circles and give it to the student to peel and stick somewhere (his/her portfolio box??). A log for your records of who earned what is behind the ADVISORY tab of the Big Picture Advisor Organizer binder. The graphics (as powerpoint files) are files on a disk held for each House in the Principal's binder - in case you need to print more, or want to insert the graphic in a document you're creating.

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Who Am I?

Most are designed as independent work that could be completed by individuals or small groups. If this is how you'll use them, you should copy student materials from behind each tab and make "silent packets" for learning/badge stations in your room. A few topics seemed to work only as whole-group, direct-instruction activities. For these you'll need to schedule advisory time and lead them.

	Badge Awarded by Checklist Demo Completed or Test		Learning Style	Levels Available
Conflict Resolution	X		Whole Group Activities	*
Conversation	X	X	Independent/Small Group	* ** ***
Computer Skills		X	Independent/Small Group	Word * ** *** Excel * Pwrpt * Keyboard * ** ***
Exposition Skills		X	Whole Group Activities	* ** ***
Internet Research	X		Independent/Small Group	*
Journaling	X		Independent/Small Group	* ** ***
Organization Skills	X	X	Independent/Small Group	* ** ***
Research Skills		X	Independent/Small Group	
Systems Thinking	X		Whole Group Activities	* **
Scientific Method	X		Independent/Small Group	*
Writing Process	X		Independent/Small Group	*

What's "Project Work" for "Who Am I?"

This is a theme that has been used Fall Quarter each year at University Prep, so eighth graders have seen it already twice. The trick is to help them circle back more deeply to discover different things, and to use more complex skills as they grow.

We've sketched out several sample projects. Both advisors and students are invited to continue to develop others, and to document the ideas here for future users. These are described more fully in a paragraph as an attachment to the sample letter to parents... and a library of references and reproducible materials is behind the Project Stuff tab.

*	**	***
Autobiography: Model a short essay about your life after (early chapters of) Rosa Parks' autobiography. Portfolio: Self-reflective essay	Autobiographical Changes: Use Systems Thinking tools to chart and discuss change over time in your life. Portfolio: Self-reflective essay	Books I've Loved: Compare two books whose themes or characters have played big parts in your life. Portfolio: Literary essay
Family Roots: Use genealogical tools to document family members. Courtroom and library research	My Family In History: Pick a period important to your family, research period, discuss issue facing people in this period Portfolio: Historical essay	

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Who Am I?

<p>How do I Measure Up? Measure accurately several physical measures about yourself (height, weight, foot, test jump, throw etc) and research to find where you fall in developmental averages for kids your age. Use graphs to locate yourself among peers. Compare to percentile ranks as a body, if family has records. Portfolio: Math Problem</p>	<p>Food Chain: trace an actual day's food chain through distributors to manufacturers to farmers Portfolio: Self-reflective essay, possible Science problem</p>	<p>Genetics: Investigate inherited or learned traits, survey family members, test hypothesis about who will share traits Portfolio: Science problem</p>
<p>My Ideal Future: Describe your future home, describe clothes, car, location, marital state, # of kids. Research annual costs of each, calculate what salary you'll need to make this future come true. Research careers to see salary ranges. (Use Excel to change variables) Reflect. Portfolio: Math problem?</p>	<p>I Have A Dream: Brainstorm and evaluate ways the world should change, research a problem, propose an action, write a persuasive essay to attract partners Portfolio: Leadership demo, Community Service</p>	<p>Promoting My Dream: Discover what makes dreams attractive, evaluate others' proposals, develop materials to recruit partners (Internet web of kids post/join each others' dreams) Portfolio: Leadership, Community Service</p>
<p>Through Tough Times: Explore a conflict that has been important in your life. See what you've learned from it. Portfolio: Self-evaluative essay, Creative Expression, Healthy Living</p>	<p>Through Tough Times 2: Add to the one-story level some research about psychology and identify some factors that might be at work in the conflict you're investigating. Portfolio: same as ^</p>	

Exhibit I

UNIVERSITY PREPARATORY HIGH SCHOOL
ENGLISH LANGUAGE ARTS SYLLABUS
WORKING DRAFT

Curriculum	Methods	Materials	Assessments
Reading - Objectives as outlined in UPA High School Scope and Sequence	<ul style="list-style-type: none"> • Activating prior knowledge • Determining Important Ideas • Questioning the Text • Creating Visual and Sensory Images • Drawing Inferences • Retelling and Synthesizing • Utilizing Fix-Up Strategies • Read Alouds • Guided Reading • Reciprocal Teaching 	<ul style="list-style-type: none"> • Coalition of Essential Schools Real Reading materials • Novels, magazines, technical manuals, poetry, drama, research materials, newspapers 	<ul style="list-style-type: none"> • Informal reading inventory • Running records • Gates MacGinitie Reading Test • Quarterly Individualized Learning Team Meetings • MEAP ELA Test • ACT
Writing - Objectives as outlined in UPA High School Scope and Sequence	<ul style="list-style-type: none"> • Guided Writing • The Writing Process 	<ul style="list-style-type: none"> • Coalition of Essential Schools Real Reading materials • Writing Checklists 	<ul style="list-style-type: none"> • Quarterly Individualized Learning Team Meetings • MEAP ELA Test

		<ul style="list-style-type: none"> Models of Excellence Writing Rubrics Dictionaries Thesauri Style manuals 	<ul style="list-style-type: none"> ACT Quarterly Public Exhibitions
Literature - Objectives as outlined in UPA High School Scope and Sequence	<ul style="list-style-type: none"> Guided Reading Activating prior knowledge Determining Important Ideas Questioning the Text Creating Visual and Sensory Images Drawing Inferences Retelling and Synthesizing Literature Circles Reading Journals 	<ul style="list-style-type: none"> Teacher and student selected novels Teacher selected read alouds 	<ul style="list-style-type: none"> Quarterly Individualized Learning Team Meetings MEAP ELA Test ACT Quarterly Public Exhibitions
Integrating Communication Skills - Objectives as outlined in UPA High School Scope and Sequence - Objectives as outlined in UPA High School Scope and Sequence	<ul style="list-style-type: none"> Direct Instruction Modeling Guided analysis of expert performances Guided application of performance rubrics LTI experiences Preparing for job interviews 	<ul style="list-style-type: none"> Teacher-made materials 	<ul style="list-style-type: none"> Quarterly Individualized Learning Team Meetings Quarterly Public Exhibitions

Real Life Applications	<ul style="list-style-type: none"> • Learning through Internships (LTIs) • Community service projects • Individualized Research Projects 	<ul style="list-style-type: none"> • Teacher-made materials • Electronic materials • Videotapes • Audiotapes of outstanding literature and oratory 	<ul style="list-style-type: none"> • Quarterly Individualized Learning Team Meetings • Quarterly Public Exhibitions • Reports of LTI Mentors
Study Skills	<ul style="list-style-type: none"> • Creating and implementing individualized projects • Coaching for public exhibitions • Coaching for peer feedback 	<ul style="list-style-type: none"> • Teacher-made materials • Performance Rubrics • Reflection Journals 	<ul style="list-style-type: none"> • Quarterly Individualized Learning Team Meetings • Quarterly Public Exhibitions

EXHIBIT J
MATHEMATICS SYLLABUS
WAYNE STATE UNIVERSITY/UNIVERSITY PREPARATORY MATHEMATICS PROGRAM
COURSE REQUIREMENTS AND SYLLABUS

Program Policies and Expectations

We are committed to high standards and high expectations, creating a successful learning environment for everyone. We are convinced that every student has a valuable contribution to make every day. For these reasons, all participants will be asked to adhere to the following guidelines:

Attendance & Preparedness

Full participation in the course is an essential component of success. Students must arrive to class prepared and on time and must be present during the entire class to earn credit for that day's work. Prepared for class includes bringing a pencil as well as a notebook and folder that are dedicated exclusively to mathematics. Students will not be admitted to the classroom without these supplies and will not receive credit for that day. Late students will not be admitted to the classroom and will not receive credit for that day. Credit for 80% of the class sessions is required to complete the course. Less than 80% credit in any quarter is grounds for failing the course and may be grounds for dismissal from the program.

Homework

Hard work and regular practice are required for high achievement. Daily homework assignments must be completed and turned in on time. Credit for 80% of the homework assignments is required to complete the course. Less than 80% credit in any quarter is grounds for failing the course and may result in dismissal from the program. Students approaching the missed-assignment limit will be required to attend daily after-school homework sessions.

Behavior

All participants are to treat each other with respect and courtesy at all times, maintaining behavior consistent with being part of a university program. Behavior that fails to meet this standard is grounds for dismissal.

Assessment

Students' grades are based on weekly Friday quizzes, four tests per semester and a final exam at the end of the semester. No make-up quizzes will be given. Dates for all exams will be announced in advance. All students should diligently review and prepare, using homework assignments and previous assessments, for each evaluation. To pass the course, students must have a final grade of at least 70% and a minimum score of 60% on the final exam. Students who are having difficulty in the course will be asked to attend daily after-school tutoring sessions.

Content Objectives

See the Mathematics Scope and Sequence.

Course Materials

Courses offered at University Preparatory Academy integrate the textbooks and supplemental materials of the Connected Mathematics Project program. All courses use *Algebra: Plain and Simple* by Dr. Steven M. Kahn. Fraction and graphing calculators are used at the middle school level; graphing calculators are used at the high school level.

Core Methods

All courses are taught through a combination of lecture and exploration. Content notes are given daily. Students complete additional problems and explore topics through group work.

Curriculum Overview

The basic pacing for each of the currently offered WSU Mathematics course is below. Pacing is approximate and changes as each course is revised each semester. Pacing for additional courses is developed as the course is added to the schedule.

Algebra I (UPHS)	
Whole Numbers:	Definitions, reading and writing, approximating, operations, factoring
Whole Numbers:	Three-digit families, reading, writing, approximating, operations, factoring
Integers:	Definition, location on the number line, opposites, addition
Fractions:	Definition, representation
Fractions:	Complements, close to zero or one
Fractions:	Comparing to $\frac{1}{2}$, obvious comparisons
Fractions:	Simplifying
Fractions:	Equivalent, anti-simplifying
Fractions:	Comparing fractions in general
Mixed numbers:	Representation and review of fractions
Fractions > 1 :	Representation, converting to and from mixed and whole numbers
Ratios:	Definition and simplifying
Decimals:	Definition, representation, review of fractions
Decimals:	Equivalent decimals, ordering decimals
Decimals:	The Main Fact about R, converting fractions to decimals
Decimals:	Repeating Decimals, The Rational Number Theorem
Irrational numbers:	Square roots and pi
Addition:	Important properties; Adding whole numbers and integers
Addition:	The Main Principle of Addition, converting to the same things
Addition:	Adding fractions and mixed numbers
Addition:	Adding decimals
Addition:	Applications
Multiplication:	Important properties
Multiplication:	Main Principle of Multiplication
Multiplication:	Multiplying whole numbers and integers
Multiplication:	Multiplying and simplifying fractions and mixed numbers
Multiplication:	Multiplying decimals
Exponents:	Definition, properties

Scientific Notation	
Roots	Definition
Multiplication:	Applications
Fractions of #s:	Representation, computation
Fractions of #s:	Estimating
Fractions of #s:	"out of"
Subtraction:	Definition, computation
Subtraction:	Applications
Division:	Definition, computation
Division:	Dividing by zero
Division:	Applications
Order of Operations	

Algebra II (UPHS)	Pacing
The Real Numbers	2 weeks
The Operations on the Real Numbers	2 weeks
The Essence of Algebra: Algebraic Identities	2 weeks
Adding/Subtracting Algebraic expressions	1 week
Multiplying/Dividing Algebraic Expressions	1 week
Factoring Algebraic Expressions	1 week
Simplifying Algebraic Expressions	2 weeks
Solving Equations in 1-variable	2 weeks
Solving Formulas	1 week
Translating between English and Mathematics	1 week
Solving Real World Problems Using Algebra	2 weeks

SEX EDUCATION CURRICULUM

The curriculum is achieved through the use of age-appropriate content, facilitated activities and materials that encourage hands-on learning experience. The curriculum consists of seven foundational elements designed to enhance and empower young people to make healthy choices about relationships and sexuality. The elements are as follows: values, development, relationships, sexuality, communications/assertiveness, and decision making/goal setting. The curriculum targets two groups of adolescents, middle (9th and 10th grade) and (11th and 12th grade).

<u>Elements</u>	<u>Objective</u>	<u>Activity</u>
Values	To help student identify the values they have learned and understand how these values affect their present and future lives. The objective is not to change student values, but to provide understanding of value laden issues such as having or choosing to abstain from sexual intercourse.	Exploring Values Value Voting Value Action Family Messages
Development	To review male and female anatomy and physiology. To map out stages of puberty, and the physiological and emotional changes that occur. Reinforce hygiene care and maintenance.	Growth and Development Personal Hygiene
Relationships	To examine and build upon what students already know about relationships. To discuss, define and explore the complexity of relationships with self, family, peers and others. To discuss differences between friend and romantic relationships. To allow students to share experiences, identify sources and results of pressure in romantic relationships.	Exploring Feelings Family, Friend and Love Relationships Defining Romantic Relationships When Relationships Lead to Pressure

Health	To communicate the primary modes for the spread of HIV/AIDS and other STDs and the best methods for prevention with a focus on making healthy choices	Myths about HIV/AIDS Teen speaker on choosing abstinence Slide Show of disease Vocabulary
Sexuality	Introduce basic information about sexuality. Provide in-depth information about STIs. Through an abstinence based message, students learn the various methods of contraception available to them later as responsible adults or teens who may have already made a decision to become sexually active.	General Sexuality STI Contraception
Communication/Assertiveness	To provide students with communication, assertiveness and negotiation skills which will help them function effectively as they move into adulthood. To explore the role of these skills in romantic relationships through practical application and role play.	What is Communication? Assertiveness Training
Decision-Making/Goal Setting	To develop good interpersonal and life planning skills. To provide awareness of opportunities available and encourage students to set goals, make good decisions and plans for the future.	Decision-Making Goal Setting

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Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Performance Evaluation System Commencing with the 2013-2014 School Year. If the Academy Board adopts and implements for all teachers and school administrators a performance evaluation system that complies with section 1249(7) of the Code, then the Academy Board is not required to implement a performance evaluation system that complies with section 1249(2) and (3). If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian by U.S. mail not later than July 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.

UNIVERSITY PREPARATORY ACADEMY JOB DESCRIPTIONS

Superintendent - Oversees operations of district; sets and oversees budgets for all schools; performs fundraising activities, maintains relationships with colleges, universities, school board, communities and the media. The Superintendent markets the school and recruits new students. All Principals report directly to the Superintendent.

Chief Administrative Officer - Runs day to day budget, manages accounts receivables and payables; manages relationships with employee leasing company, computer Services Company, and various private contractors; manages requirements for charter, oversees after school program at Elementary, Middle School and High School; manages state and federal grants; oversees day to day operations of district assisting Superintendent and other staff with various issues that arise and any other task that is required.

Compliance Officer - Maintains all area of compliance (including reporting) and is responsible for the school database with student and staff information. Submits the REP Report (Registry of Educational Professionals), maintains SIRS (State Immunization Records Software, input all students immunization records, verify compliance), work with the Department of Education reporting including SRSD-Single Record Student Database, Maintain Student database inclusive of new, transferred and students who've been promoted, distribution and collection of Federal Lunch Forms, maintain the SCM (School Code Master) and SID (School Infrastructure Database), reports Days and Clock Hours, Maintains student hard copy of records for all Students, and performs Audits and editing of the demographics of the Districts MEAP database; inclusive of additions and deletions to schools roster.

Parent Services Coordinator - The Parent Services Coordinator plays a crucial role in the smooth operations of UPA schools. The PSC helps to develop effective relationships with UPA parents, our customers. The coordinator helps to market the UPA brand, helps UPA leadership to understand what concerns parents have about UPA and how parents may be called on as a resource for UPA's mission. They also serve as the first line of information for parents and visitors calling or visiting school, provides administrative support to principal, superintendent, and other school staff; works with the Parents as Partners group in organizing parent/family events; Provides additional services to parents as required by the principal and superintendent; handles tasks as needed, including but not limited to, compliance/audit issues and student enrollment. The Parent Services Coordinator is supervised by the school Superintendent.

Building and Facilities Manager - Under limited supervision, manages all aspects of the integrated facility operations and services of a free-standing organizational component of the University occupying multiple geographically separated sites. Oversees the supervision of a large, multi-trades workforce engaged in activities associated with the operations, maintenance, and housekeeping of the component's various facilities sites.

Plans, oversees, and coordinates the implementation of construction and capital improvement projects, and directly participates in overall facilities planning for the District.

LTI Director - Oversees and Manages Learning Through Internship program, managing staff, budget and transportation issues; is responsible for complying with all laws regarding curriculum and attendance; works to join the school and community in multiple partnerships; works with students and staff in regards to placements and mentor relationships. Reports to the Superintendent.

LTI Coordinator - Runs the day to day operations of the Learning Through Internship program, works closely with students, staff and mentors to form quality experiences for the students. Plans transportation schedule, reports to the LTI Director.

High School Principal - A UPA school principal knows the schools 100 - 150 students and their families and works closely with the community. He or she organizes events, brings people and resources to the school, supports the staff of 8 - 10 people every day, and manages daily school operations. The principal is visible and active in advisories, learning plan meetings, internship meetings, and student exhibitions. He/she sees connections between kids' interests and opportunities in the community. Big Picture principals motivate students, staff, parents, the district and community to create an environment where students can accomplish great things. He/she is an instructional leader seeking to develop all people in the building and community. The principal values learning as a journey.

Middle School Principal - A UPA school principal knows the schools 300 - 360 students and their families and works closely with the community. He or she organizes events, brings people and resources to the school, supports the staff of 20 - 25 people every day, and manages daily school operations. The principal is visible and active in advisories, learning plan meetings, internship meetings, and student exhibitions. He/she sees connections between kids interests and opportunities in the community. Big Picture principals motivate students, staff, parents, the district and community to create an environment where students can accomplish great things. He/she is an instructional leader seeking to develop all people in the building and community. The principal values learning as a journey.

Elementary School Principal - A UPA school principal knows the schools 250 - 300 students and their families and works closely with the community. He or she organizes events, brings people and resources to the school, supports the staff of 20 - 25 people every day, and manages daily school operations. The principal is visible and active in advisories, learning plan meetings, internship meetings, and student exhibitions. He/she sees connections between kids' interests and opportunities in the community. Big Picture principals motivate students, staff, parents, the district and community to create an environment where students can accomplish great things. The principal acts as educational leader, design and implement curriculum, act as a Team Leader for advisors, supervises instruction, organize standardized testing, develops and maintain relationships with students and parents.

Advisor - Under the general direction of the principal(s), and in conjunction with the staff, a UPA advisor helps students learn to lead successful lives. In line with leading successful lives, the advisor's job is to create a learning plan that encompasses the student's passions and also stands as an educationally sound document. Finally, the UPA advisor's job is to create a safe, trusting space in which students are allowed to grow and work through issues they encounter on a daily basis.

The position of a UPA advisor is a 4-year journey (3 years at the middle school). Each advisor is responsible for 15 - 17 students within his or her advisory; facilitation of parent, student and mentor meetings; and for measuring the progress of each student as he or she goes through the year. The advisor is also responsible for the internship placement of each student in his or her advisory. Some duties include: Fine-tune student learning plans four (4) times per year, Facilitate four (4) learning plan meetings, with each family or guardian, one learning plan per quarter, Celebrate student accomplishment and hold students accountable to standards of specific grade, advisory, campus, and school, Plan a program of instruction that is both challenging and that meets the individual needs, interests, and abilities of each advisee, Monitor student LTIs through site-visits (bi-weekly), phone calls (weekly), and mentor meetings (monthly), Attend weekly staff meetings, monthly retreats, and yearly training sessions, Mediate student conflict to the best of advisor's ability, Maintain accurate, complete, and factual records (transcripts) on each student as required by school and law. A Bachelor degree and appropriate Michigan teaching license is required.

Job Description: School Superintendent

The Superintendent for the Academy, responsible for:

- Effective operation of the District;
- General administration of all instructional, business or other operations of the District;
- Informing, advising and making recommendations to the Public School Academies of Detroit Board (PSAD) with respect to such activities;
- Developing key community partnerships;
- Fundraising;
- Working with lawmakers and state education agencies to ensure policy and rules that support the Academy program and 90-90 success;
- Marketing the District to potential students/families.

He/she shall perform all the duties and accept all of the responsibilities usually required of a Superintendent as prescribed by the Education Laws of Michigan and the bylaws of the Public School Academies of Detroit Board (PSAD), the contract with the charter authorizer, the laws and regulations of the United States, and the policies, rules, and regulations established by the State Board of Education.

1. Primary Activities

The Superintendent shall possess the following powers and be charged with the following duties:

- A. To be the chief executive officer of the District, with the right to speak on academic performance, fiscal and back office operations matters before the PSAD Board, but not to vote;
- B. To enforce all provisions of law and all rules and regulations relating to the management of the school and other educational, social and recreational activities under the direction of the PSAD Board;
- C. To carry out the vision of the school as defined by the PSAD Board;
- D. To establish and maintain a strong culture of achievement among staff, students and parents;
- E. To ensure a disciplined implementation of curriculum and school model—small schools, small classes, advisories, community-based internships, personalized learning plans, site-based decision-making, etc.
- F. To market and recruit, targeting math and science-oriented students in Metro Detroit.

2. Responsibilities

- A. Keep the PSAD Board informed of the condition of the District's educational system;
- B. Prepare the agenda for PSAD Board meetings, in consultation with the President of the PSAD Board. Prepare and submit recommendations to the PSAD Board relative to all matters requiring board action, placing before the PSAD Board such necessary and helpful facts, information, and reports as are needed to insure the making of informed decisions.
- C. Submit to the PSAD Board a clear and detailed explanation of any proposed procedure that would involve either departure from established policy or the expenditure of substantial sums.
- D. Develop and recommend to the PSAD Board objectives of the educational system; see to the development of internal objectives which support those of the PSAD Board.
- E. Develop and recommend to the PSAD Board long-range plans consistent with population trends, cultural needs, and the appropriate use of District facilities, and see to the development of long-range plans which are consistent with PSAD Board objectives.
- F. See to the development of specific administrative procedures and programs to implement the intent established by PSAD Board policies, directives and formal actions.
- G. See to the execution of all decisions of the PSAD Board.
- H. See that sound plans of organization, educational programs and services are developed and maintained for the PSAD Board.
- I. Maintain adequate records for the schools, including a system of financial accounts, business and property records, personnel records, school population and scholastic records. Act as custodian of such records and all contracts, securities, documents, title papers, books of records, and other papers belonging to the PSAD Board.
- J. Be directly responsible for news releases and/or other items of public interest emanating from PSAD District employees that pertain to education matters, policies, and procedures, school related incidents or events.
- K. Provide for the optimum use of the staff of the District. See that the District is staffed with outstanding, highly qualified and criminal background-checked people who are delegated authority commensurate with their responsibilities. Define the duties of all personnel.
- L. See that appropriate professional development is embedded in the school program. Summon employees of the District to attend such regular and occasional meetings as are necessary to carry out the educational programs of the District.
- M. See to the development throughout the District of high standards of performance in educational achievement, use and development of personnel, public responsibility, and operating efficiency.
- N. See that the development, authorization, and the maintenance of an appropriate budgetary procedure are properly administered. Prepare the annual proposed budget and submit it to the PSAD Board.
- O. See that all funds, physical assets, and other property of the District are appropriately safeguarded and administered.
- P. File, or cause to be filed, all reports, requests and appropriations as required by various governing bodies and/or Board policies—maintain an effective compliance operation so

that no state rules, regulations, laws or policies are violated and that all pupil accounting and performance reporting is accurate and timely.

- Q. Establish and maintain liaison with parents and community groups which are interested or involved in the educational programs of the District.
- U. Develop and maintain productive partnerships with businesses, higher education institutions, non-profits and media organizations to further the Academy's fiscal and academic goals.
- V. Develop a fundraising structure that ensures a consistent revenue stream above the state foundation grant—raising the amount of money available per student by \$1,000-\$2,000 annually.
- W. Market for students and manage open enrollment and lottery process;
- X. Act on own discretion in cases where action is necessary on any matter not covered by Board policy or directive. Report such action to the Board as soon as practicable and recommend policy in order to provide guidance in the future.

Primary Relationships

The superintendent observes and conducts the following relationships:

A. PSAD Board

- 1) As chief executive officer, be accountable to the PSAD Board for the administration of the educational system and for the interpretation and fulfillment of the aforesaid functions, primary activities and responsibilities.
- 2) Attend, or have a representative attend, all meetings of the PSAD Board.
- 3) Represent the District as the chief executive officer in dealings with other charter schools, school systems, professional organizations, business firms, agencies of government and the general public.
- 4) Report directly to the PSAD Board and as required to all appropriate governmental agencies.
- 5) Act as reference agent for problems brought to the Board.
- 6) Work with the PSAD Board to develop appropriate programs and policies, upon either the recommendation of the superintendent or the initiative of the PSAD Board.

B. Administrators

- 1) Directly oversee the work of other school administrators.
- 2) Hold regular meetings with Principals and other members of the Leadership Team to discuss progress and educational problems facing the District.
- 3) Facilitate strong, building-level decision-making that aligns with District policies and principles; secure staff assistance in formulating internal objectives, plans and programs; evaluate Principal's and other administrator's job performance; and stand ready at all times to render them advice and support.
- 4) Approve the vacation schedules for administrators.

C. The Thompson Education Foundation

- 1) Duties as Assigned.

D. Others

- 1) Work with other PSAD Board employees, including auditors, architects, attorneys, consultants and contractors.
- 2) Hold such meetings with teachers and other employees as is necessary for the discussion of matters concerning the improvements and welfare of the schools.
- 3) Attend, or delegate a representative to attend, all meetings of municipal agencies or governmental bodies at which matters pertaining to the schools appear on the agenda.
- 4) Represent the District before the public, and maintain, through cooperative leadership, both within and without the District, such a program of public relations as may keep the public informed as to the activities, needs and successes of the District.
- 5) Receive all complaints, comments, concerns and criticisms regarding the operation of the District from the public, employees of the District, students and Board members.

Job Description: Chief Administrative Officer

Role: Lead Administrator
Function: Lead the full business operation of University Preparatory Academy
Reports to: District Superintendent
Pay Range: Competitive for Education Field
Start Date: As soon as possible

CAO Challenge:

To ensure the effective and efficient management of the business operations of an innovative 1,600 student public school district by setting administrative policy, leading a team with responsibilities for financial management, regulatory compliance, facilities, purchasing and vendor relations, and information technology, and creating opportunities for efficiency which supports the improvement of the learning environment and quality of services in a flat revenue world.

Key Functions & Responsibilities:

1. Work closely with the Superintendent and the Chief Instructional Officer to create a national-class urban college prep school district as a member of the district's Leadership Team.
2. Collaborate with the Chief Instructional Officer and the district's principals to insure that they have the physical environment, services, and financial resources to meet the district's academic achievement goals.
3. Formulate the district business operations plan and propose measurable goals and implementation steps for achieving the desired outcomes.
4. Take a leadership role in developing policy, procedures, and systems that provide guidance to staff and students, consistent application of practices, build efficiency and strengthen internal controls.
5. Organize and supervise the personnel needed to carry out the district's business operations plan, and direct the necessary evaluation and hiring of operations staff.
6. Assume bottom-line responsibility for the financial health of the district and its full and successful compliance with federal and state law as well as authorizer requirements.
7. Perform the role of comptroller in continually seeking more effective and efficient ways to deliver and purchase goods and services for the district.
8. Serve as principal liaison to the district Board of Directors to enable them to carry out the fiduciary responsibilities imposed on them by law.
9. Take the lead in concert with the Superintendent and Chief Instructional Officer to develop ways to improve the academic performance of the district's schools in a financial environment of flat to falling state and federal school aid through innovations in productivity.

10. Participate in the planning, and direct the possible implementation, of an expanded business operations organization that might provide the services outlined above to a number of small school districts in the Detroit area.
11. Maintain a high level of participation in state policy making in order to affect, anticipate and respond to regulation and legislation that would impact charter public schools in the State of Michigan.

Critical Competencies, Qualities & Experience

1. Formal training in accounting, with a preference for certification as a Certified Public Accountant.
2. Previous successful experience with all or most of the roles described above in a public school setting.
3. A strong personal commitment to helping create a successful urban public school district as a resource to provide low-income children with a future, and struggling urban public schools with useful information on how to improve.
4. Demonstrated abilities in creating and leading a team of competent professionals to achieve clear goals.
5. Good interpersonal abilities that make solving problems possible and interactions at work enjoyable.
6. A predisposition to face the brutal facts of a situation in context of optimism.

Core Values at University Prep:

- We will do whatever it takes to ensure each student's success
- We are fanatical about clean and safe schools
- We treat each other as highly respected partners
- Excellence in all we do.

Job Description: Compliance Officer & Marketing Specialist

Role: Student Compliance Officer & Marketing Specialist
Function: Student State Required Reporting, Internal & External Compliance Audits
Chief Marketing & Enrollment Specialist, MEAP & MAP database
specialist PowerSchool, Website Administration/Maintenance, Grant
writing support and Fundraising event planning assistance
Reports to: Superintendent
Effective Date: July 1, 2008
Pay Range: Competitive

Position Purpose:

- Serves as the primary source in maintaining the various areas of compliance relating to pupil accounting for the district. An accurate timely submission of compliance reports insures the receipt of state funds. Acts as a liaison between the Academy District and various agencies including but not limited to, Michigan Department of Education (MDE), Detroit Department of Health, Michigan Department of Community Health (MDCH), and Wayne Regional Educational Service Agency (Wayne RESA)
- Main resource for marketing & enrollment questions and resolutions
- Responsible for MEAP & MAP student database maintenance
- Assist in data collection for grant writing and fundraising event coordination
- Perform internal compliance audits of HS Teacher LTI Binders and District Student Files

Essential Functions and Responsibilities:

- Complete following student pupil compliance reports & audits:
 - Local District Planning Form, Contact List, & Copy of District Board Approved Calendar
 - Scheduled Daily Clock Hours of Instruction, Scheduled Days of Instruction, & Total Planned Hours of Instruction
 - DS-4168 Report of Days and Clock Hours of Pupil Instruction
 - DS-4898 PSA Preliminary Pupil Membership Count
 - UIC Phase I Resolution (3 times a year) & UIC Phase II Resolution (2 times a year)
 - 90% & 95% Immunization Compliance Report (MCIR)—reported twice a year
 - Fall, Supplemental, and EOY Count and SRSD
 - Planned Day and Clock Hours Report
 - Internal HS LTI Binder Reviews throughout school year
 - Internal audit of student files at each site (HS, MS, and Elementary) twice a year
 - Prepare documentation for and host site audits conducted by Wayne RESA
- PowerSchool Maintenance/Administration which includes the following:
 - Perform End of Year Process
 - Oversee Scheduling throughout school year
 - Create and maintain PowerSchool Calendar
 - Participate in ongoing training related to PowerSchool
 - PowerSchool Set-up: Years and Terms, final grades, days and periods for scheduling needs

- Assist PowerSchool trainer (Matthew Medley) as needed with PowerSchool Trainings
- Main contact for PowerSchool Customer Support to resolve PowerSchool issues
- Enroll and transfer out students
- Perform End of Term Process at the end of each term
- Marketing Specialist:
 - Complete marketing projects as they are requested including letterhead, ads, tickets, event flyers, business cards, etc.
 - Create student application and marketing materials for enrollment
- Website Maintenance/Administration: Add & edit information as needed
- Enrollment Specialist:
 - Work with COO to review and update enrollment policies and procedures and set enrollment dates
 - Train FSC and office staff on enrollment policies and procedures
 - Advise FSC and office staff regarding application eligibility such as sibling priority policies
 - Process all HS applications and maintain a spreadsheet of applicants
 - Plan and supervise Lottery proceedings
 - Oversee HS enrollment throughout the school year
- MEAP & MAP database specialist: Maintain both student databases with current students
- Assist with data collection for grant writing
- Assist with Fundraising event planning

Critical Competencies:

- Ability to multitask
- Highly developed organizational, planning and management skills; including outstanding writing and oral communication skills
- Aptitude to work as a member of a team and as a team leader
- Good eye for design and knowledge of design tools
- Excellent computer knowledge and competency
- Faculty to set and monitor goals and readily learn new information
- Realistic scheduling and observance of deadlines
- Has the following characteristics: integrity, creativity, intellectual curiosity, high standards, flexibility, persistence, highly detail oriented, discreet, competent, and responsible
- Good Person skills; able to work well with Parents, Staff, and Students

Core Values of the Academy:

- We will do whatever it takes to ensure each student's success
- We are meticulous about clean and safe schools
- We treat each other as highly respected partners
- Excellence in all we do

Education and/or Experience:

- College graduate
- Experience working with computers (especially the following programs: Word, Excel, PowerSchool, Web design software, & Publisher)
- Knowledge of the Academy and its design is desirable
- Experience working with other design programs or prior experience in administration is wanted

Job Description: Parent Services Coordinator

Position Title: Family Services Coordinator
Reports To: Principal
Supervises: N/A
FLSA Status: Exempt
Pay Range: \$30,000-\$40,000
Requirements: H.S. Diploma and College Degree

Position Purpose

The Parent Service Coordinator serves as the primary source of administrative support for the school building. As such, the Coordinator provides administrative support to the Principal, and helps develop and fully execute the plans for the school in accordance with the Principal's directives. In addition, the Coordinator is the primary resource and trouble-shooter for advisors, students, parents, and guests of the school and ensures effective solutions for their needs and concerns.

Desired Traits

- Friendly, warm, outgoing
- Enjoys diplomacy/personal relationships
- Responds well to direction
- Attentive to detail
- Takes initiative
- Well-organized
- Responsible
- Good at follow-through on simultaneous projects

Primary Areas of Responsibility

School Management Support
Public Relations/Customer Service
Teamwork

Key Activities/Tasks

1. School Management Support

Provides services to parents, as required by the Principal
Serves as the first line of information for parents calling or coming to the school
Serves as the building receptionist—staffing the front desk and handling phone calls
Orders supplies for the building, as requested by the principal
Handles all mailing requirements of the building
Organizes a team of volunteers (e.g. parents and students) to help staff the front office

Provides data entry

Assists with coordination of special projects

Maintains records and documents for school and district compliance needs

Develops and maintains program schedules, calendars, and class rosters

Coordinates facilities needs with relevant staff

Coordinates fundraising activities

2. Public Relations

Welcomes parents, students, staff and visitors to the school

Handles parent issues in a timely and effective manner

Provide tours of the school

3. Teamwork

Assists colleagues with work

Requests assistance from colleagues in timely and professional manner

Shares relevant information with colleagues in a timely manner

Shares relevant information with supervisor in a timely manner

Displays professional and pleasant demeanor at all times

Contributes to the development of a positive staff culture

Job Description: Student Services Coordinator

Role: Administrator
Function: Coordinate and supervise support services for students.
Reports to: Director of Finance and Bus Administration
Effective Date: July 1, 2008
Pay Range: Competitive

Position Purpose:

Work with staff, students and vendors to ensure that students receive the best non-academic services available in the most efficient way.

Essential Functions and Responsibilities:

- Work with selected vendors to create and implement contract performance measures for food services, including healthy food options and quality delivery of food.
- Coordinate drivers' schedules for two UPA buses and a fleet of out-sourced vans for safe and efficient transportation of students to and from Learning through Internship opportunities, field trips, athletic events, college trips, and other in-school and after-school activities.
- Communicate transportation routes to relevant staff and to oversee proper maintenance of vehicles and compliance with federal, state and local regulations.
- Help with oversight of technology services by playing a leadership role in the planning and monitoring process for improved use of technology.
- Provide or supervise data entry, as needed, to ensure that required lunch forms, government reimbursement requests, and driver routes are completed in a timely and accurate manner.
- Assist other members of the operations team with critical work issues, as needed, to improve operations and systems within the school district.
- Coordinate the planning, collection, and analysis of student, staff, and parent surveys in addition to holding small group planning meetings to measure effectiveness of school services and programs as part of school improvement process.

Critical Competencies:

- Highly developed organizational, planning and management skills; including outstanding writing and oral communication skills
- Ability to build strong interpersonal relationships with students, parents and colleagues.
- Ability to set and monitor goals.
- Integrity, Creativity, Intellectual Curiosity, High Standards, Flexibility, Persistence, Achievement Orientation and Sense of Humor

Core Values of the Academy:

- We will do whatever it takes to ensure each student's success
- We are meticulous about clean and safe schools
- We treat each other as highly respected partners
- Excellence in all we do

Education and/or Experience:

- College graduate
- Experience working with young adults
- Knowledge of the Academy and its design is desirable
- Demonstrated success in designing, implementing, and monitoring systems, policies and procedures.

Job Description: Building and Facilities Coordinator

Job Title: Day Porter
Reports To: Principal and/or Facilities Manager
FLSA Status: Non-exempt
Classification: Level

Position Purpose:

Performs routine daily tasks that occur during the school day.

Essential Duties and Responsibilities:

Include the following. Other duties may be assigned.

- Respond to immediate cleaning requirements DURING the school day.
- Performs minor maintenance throughout the school.
- Sweep, mop, and polish floors.
- Vacuum and clean carpets.
- Move furniture and equipment.
- Replace light bulbs and fluorescent tubes.
- Sweep walkways, pick up paper and trash.
- Secure rooms upon completion of work.
- Set up furniture and equipment needed for special events, meetings, and classes.
- Minor repair around campus/site.
- Assist in supervising the cafeteria at breakfast and lunch (including set-up and take-down).

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Critical Competencies:

- **Language Skills:** Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively to employees of the organization.
- **Mathematical Skills:** Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- **Reasoning Ability:** Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

Certificates, License, Registrations:

None.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee frequently is required to climb or balance and stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, peripheral vision, and ability to adjust focus.

Education and/or Experience:

- High school diploma
- One to three months related experience and/or training; or equivalent combination of education and experience

Job Description: LTI Coordinator

Overview

The LTI coordinator is the liaison between the school and the world outside the school. He/she keeps track of workplace resources for the entire school, coordinates systems of communication, and is responsible for data collection concerning workplace learning.

Specific responsibilities include:

Mentor Development

- Identify resources in the community for mentor work

Materials/systems development

- Ensure that all relevant materials are available to advisors, such as mentor guides, mentor profiles and exit interview materials
- Develop the school's system for finding and sharing LTIs, such as Shadow Day and deadlines for each grade level
- Develop new materials as needed
- Develop methods for sharing materials and systems between schools
- Check mentor profiles
- Collect, analyze, and report on mentor assessments

Help teachers

- Implement the interest-exploration curriculum
- Develop a plan for teaching informational interview skills and telephone skills
- Plan and carry out annual Shadow Day
- Carry out the LTI process

Work with all advisors

- Identify resources for LTIs
- Coordinate guest speakers and field visits for the whole school and for advisories
- Work with advisors to find resources for senior thesis projects
- Attend team and grade level meetings

Work with mentors

- Coordinate and carry out the mentor orientation and training sessions
- Coordinate and carry out mentor breakfast
- Coordinate mentor honoring event

Data Collection

- Identify all data needs
- Develop the school's system for data collection
- Gather and maintain all relevant data, such as data on informational interviews, shadow days, LTIs, completed projects, and exhibitions

Work with other staff

- Work with the family engagement coordinator to include parents in LTI process

Job Description: High School Principal

Position Title: High School Principal
Reports To: Superintendent
Supervises: Advisors and Building Staff
FLSA Status: Exempt
Pay Range: Competitive Salary
Requirements: College Degree

Position Purpose

The School Principal is responsible for creating and maintaining the school culture and academic expectations and strategies necessary for success of the 90-90 goal. The school principal knows the schools 100 – 150 students and their families and works closely with the community. He/she organizes events, brings people and resources to the school, supports the staff of 8-10 people every day, and manages daily school operations. The principal is visible and active in advisories, planning meetings, internship meetings, and student exhibitions. He/she sees connections between kids' interests and opportunities in the community. Big Picture principals motivate students, staff, parents, the district and community to create an environment where students can accomplish great things. He/she is an instructional leader seeking to develop all people in the building and community. The principal values learning as a journey.

Desired Traits

- Able to meet multiple deadlines simultaneously
- Detail-oriented
- Takes initiative
- Smart
- Responsible
- Love kids
- Able to build and maintain a team
- Well-organized

Primary Areas of Responsibility

Educational Leadership
Professional Development of Staff
Student Culture
Building Management

School Community Relations
Academic Foundations
School Design and Planning
Teamwork

Key Activities/Tasks

1. **Educational Leadership**
 - Coordinate grade-level expectations
 - Attend advisories and provide feedback
 - Work with individual students

- Lead an auxiliary team (math, science, sex education)
- Track and discuss date with parents and staff
- Evaluate progress of grades and teams
- Integrate ACT preparation into advisory structure

2. Professional Development of Staff

- Design professional development curriculum for advisors
- Provide weekly one-on-ones with advisors
- Assist staff with compliance issues
- Maintain collegial culture among staff members
- Lead engaging and productive staff meetings
- Provide formal evaluation of staff
- Review lesson plans and provide feedback

3. School Culture

- Protect school mission, values and goals
- Set and maintain high academic expectations among staff, parents and students
- Ensure relevant and effective pick-me-ups three times per week
- Handle student discipline in a timely, consistent, and effective manner
- Employ conflict resolution strategies to assist students
- Offer character development opportunities
- Create, identify, or provide helpful student support services
- Maintain a high level of respect for the learning environment and order within it

4. Building Management

- Oversee friendly and professional front office environment
- Ensure that staff supplies and equipment are provided and available in a timely manner
- Monitor lunch service to ensure that nutrition, hygiene, and customer service needs are being met

5. School Community Relations

- Host tours of donors, mentors, parents, and other guests
- Meet with press to discuss student issues as called upon
- Host meetings with parents to discuss academic goals and needs
- Send consistent communication/newsletters home
- Seek and build relationships within professional or civic organizations
- Resolve parent issues respectfully and effectively

6. Academic Foundations

- Ensure positive and productive culture in advisories
- Assist staff and advisors with LTI goals
- Oversee successful Gateway process and exhibitions
- Coordinate schedules for exhibitions each trimester
- Launch Senior Institute

- Increase cultural exposure of students
- Assist staff and advisors with Dual Enrollment to ensure maximum use by students
- Maximize every opportunity to increase college readiness

7. School design and planning

- Regular meetings with leadership team
- Lead staff hiring and support
- Look for and analyze trends to make adjustments as necessary in strategies for success

8. Teamwork

- Requests assistance in timely and professional manner
- Shares relevant information in a timely manner
- Displays professional and pleasant demeanor at all times
- Contributes to the development of a positive staff culture
- Cultivates and maintains respectful working relationships with all members of the district

Job Description: Middle School Principal

Position Title: Middle School Principal
Reports To: Superintendent
Supervises: Advisors and Building Staff
FLSA Status: Exempt
Pay Range: Competitive Salary
Requirements: College Degree

Position Purpose

The School Principal is responsible for creating and maintaining the school culture and academic expectations and strategies necessary for success of the 90-90 goal. The school principal knows the schools 300-360 students and their families. He/she organizes events, brings people and resources to the school, supports the staff of 20-25 people every day, and manages daily school operations. The principal is visible and active in advisories, planning meetings, internship meetings, and student exhibitions. He/she sees connections between kids' interests and opportunities in the community. Big Picture principals motivate students, staff, parents, the district and community to create an environment where students can accomplish great things. He/she is an instructional leader seeking to develop all people in the building and community. The principal values learning as a journey.

Desired Traits

- Able to meet multiple deadlines simultaneously
- Detail-oriented
- Takes initiative
- Smart
- Responsible
- Love kids
- Able to build and maintain a team
- Well-organized

Primary Areas of Responsibility

Educational Leadership
Professional Development of Staff
Student Culture
Building Management

School Community Relations
Academic Foundations
School Design and Planning
Teamwork

Key Activities/Tasks

1. **Educational Leadership**
 - Coordinate grade-level expectations
 - Attend advisories and provide feedback

- Work with individual students
- Lead an auxiliary team (math, science, sex education)
- Track and discuss data with parents and staff
- Evaluate progress of grades and teams
- Integrate ACT preparation into advisory structure

2. Professional Development of Staff

- Design professional development curriculum for advisors
- Provide weekly one-on-ones with advisors
- Assist staff with compliance issues
- Maintain collegial culture among staff members
- Lead engaging and productive staff meetings
- Provide formal evaluation of staff
- Review lesson plans and provide feedback

3. School Culture

- Protect school mission, values and goals
- Set and maintain high academic expectations among staff, parents and students
- Ensure relevant and effective pick-me-ups three times per week
- Handle student discipline in a timely, consistent, and effective manner
- Employ conflict resolution strategies to assist students
- Offer character development opportunities
- Create, identify, or provide helpful student support services
- Maintain a high level of respect for the learning environment and order within it

4. Building Management

- Oversee friendly and professional front office environment
- Ensure that staff supplies and equipment are provided and available in a timely manner
- Monitor lunch service to ensure that nutrition, hygiene, and customer service needs are being met

5. School Community Relations

- Host tours of donors, mentors, parents, and other guests
- Meet with press to discuss student issues as called upon
- Host meetings with parents to discuss academic goals and needs
- Send consistent communication/newsletters home
- Seek and build relationships within professional or civic organizations
- Resolve parent issues respectfully and effectively

6. Academic Foundations

- Ensure positive and productive culture in advisories
- Assist staff and advisors with LTI goals
- Oversee successful Gateway process and exhibitions
- Coordinate schedules for exhibitions each trimester

- Launch Senior Institute
- Increase cultural exposure of students
- Assist staff and advisors with Dual Enrollment to ensure maximum use by students
- Maximize every opportunity to increase college readiness

7. School design and planning

- Regular meetings with leadership team
- Lead staff hiring and support
- Look for and analyze trends to make adjustments as necessary in strategies for success

8. Teamwork

- Requests assistance in timely and professional manner
- Shares relevant information in a timely manner
- Displays professional and pleasant demeanor at all times
- Contributes to the development of a positive staff culture
- Cultivates and maintains respectful working relationships with all members of the district

Job Description: Elementary School Principal

Position Title: Middle School Principal
Reports To: Superintendent
Supervises: Advisors and Building Staff
FLSA Status: Exempt
Pay Range: Competitive Salary
Requirements: College Degree

Position Purpose

The School Principal is responsible for creating and maintaining the school culture and academic expectations and strategies necessary for success of the 90-90 goal. The school principal knows the schools 250-300 students and their families. He/she organizes events, brings people and resources to the school, supports the staff of 20-25 people every day, and manages daily school operations. The principal is visible and active in advisories, planning meetings, internship meetings, and student exhibitions. He/she sees connections between kids' interests and opportunities in the community. Big Picture principals motivate students, staff, parents, the district and community to create an environment where students can accomplish great things. He/she is an instructional leader seeking to develop all people in the building and community. The principal values learning as a journey.

Desired Traits

- Able to meet multiple deadlines simultaneously
- Detail-oriented
- Takes initiative
- Smart
- Responsible
- Love kids
- Able to build and maintain a team
- Well-organized

Primary Areas of Responsibility

Educational Leadership
Professional Development of Staff
Student Culture
Building Management

School Community Relations
Academic Foundations
School Design and Planning
Teamwork

Key Activities/Tasks

1. **Educational Leadership**
 - Coordinate grade-level expectations
 - Attend advisories and provide feedback

- Work with individual students
 - Lead an auxiliary team (math, science, sex education)
 - Track and discuss data with parents and staff
 - Evaluate progress of grades and teams
 - Integrate ACT preparation into advisory structure
2. **Professional Development of Staff**
- Design professional development curriculum for advisors
 - Provide weekly one-on-ones with advisors
 - Assist staff with compliance issues
 - Maintain collegial culture among staff members
 - Lead engaging and productive staff meetings
 - Provide formal evaluation of staff
 - Review lesson plans and provide feedback
3. **School Culture**
- Protect school mission, values and goals
 - Set and maintain high academic expectations among staff, parents and students
 - Ensure relevant and effective pick-me-ups three times per week
 - Handle student discipline in a timely, consistent, and effective manner
 - Employ conflict resolution strategies to assist students
 - Offer character development opportunities
 - Create, identify, or provide helpful student support services
 - Maintain a high level of respect for the learning environment and order within it
4. **Building Management**
- Oversee friendly and professional front office environment
 - Ensure that staff supplies and equipment are provided and available in a timely manner
 - Monitor lunch service to ensure that nutrition, hygiene, and customer service needs are being met
5. **School Community Relations**
- Host tours of donors, mentors, parents, and other guests
 - Meet with press to discuss student issues as called upon
 - Host meetings with parents to discuss academic goals and needs
 - Send consistent communication/newsletters home
 - Seek and build relationships within professional or civic organizations
 - Resolve parent issues respectfully and effectively
6. **Academic Foundations**
- Ensure positive and productive culture in advisories
 - Assist staff and advisors with LTI goals
 - Oversee successful Gateway process and exhibitions
 - Coordinate schedules for exhibitions each trimester

- Launch Senior Institute
- Increase cultural exposure of students
- Assist staff and advisors with Dual Enrollment to ensure maximum use by students
- Maximize every opportunity to increase college readiness

7. School design and planning

- Regular meetings with leadership team
- Lead staff hiring and support
- Look for and analyze trends to make adjustments as necessary in strategies for success

8. Teamwork

- Requests assistance in timely and professional manner
- Shares relevant information in a timely manner
- Displays professional and pleasant demeanor at all times
- Contributes to the development of a positive staff culture
- Cultivates and maintains respectful working relationships with all members of the district

Job Description: Coordinator of Student Supports, Special Education

Overview

Coordinator will plan, develop and implement curriculum and supports for students in 6-8th grades. This position will also coordinate programs for therapeutic purposes, integrate overall developmental goals into the academic setting and manage behavior of students to create a safe physical and emotional classroom environment.

Essential Functions and Responsibilities:

- Coordinator will assess students' abilities and work with a learning team to develop individualized educational plans consistent with the educational goals and mission of the school.
- Coordinator will work with such outside agencies as the Dearborn Speech and Sensory and Detroit Institute for Children to provide services and testing that the school is not equipped to do.
- Coordinator will ensure that students receive the support needed in order to succeed both academically and socially within the school setting.
- Coordinator will ensure compliance with the State--following all of the rules and regulations of Special Education--all students with Individualized Education Plans (IEPs) are provided with a Free and Appropriate Public Education (FAPE).

Qualifications:

- Applicants should have a Bachelor's Degree, Master's preferred
- 3-5 years experience
- A valid teaching certificate
- Excellent written and oral communication skills
- Strong classroom management and organization skills
- Creativity
- The ability to gather data, compile information and prepare reports
- The capacity to multi-task and handle stress

Job Description: Receptionist

Position Title: Receptionist
Reports To: School Principal
Requirements: High school diploma, preferably with some college

Role Purpose:

The job of Receptionist is done for the purpose/s of responding to inquiries at school site/district office from staff, students, parents, the public, etc.; providing requested information and/or referral to other parties; directing visitors; and providing general clerical support to site administrators.

Essential Functions and Responsibilities:

- Answers school site telephone system for the purpose of responding to inquiries, transferring calls, and/or taking messages.
- Greets visitors (e.g. public, parents, students, substitutes, vendors, etc.) for the purpose of responding to their inquiries and/or directing them to appropriate personnel in accordance with District policies regarding building security.
- Maintains inventory of forms, activity calendar, etc. for the purpose of ensuring availability of items and/or schedules of activities.
- Maintains telephone and/or intercom systems (e.g. voice mail, work orders, system orientation, updating extensions, etc.) for the purpose of providing essential telephone communications within the school system.
- Performs record keeping and general and project specific clerical functions (e.g. scheduling, copying, faxing, etc.) for the purpose of supporting assigned administrator and/or site with necessary materials.
- Processes documents and materials (e.g. announcements, call slips, bell schedule adjustments, etc.) for the purpose of disseminating information to appropriate parties.
- Receives deliveries, mail, supplies, messages, keys, etc. for the purpose of disseminating materials to appropriate parties.
- Responds to emergency calls for the purpose of notifying appropriate parties to address immediate safety and/or security issues.
- Screens inquiries of staff, students, parents, the public, etc. (e.g. phone calls, visitors, etc.) for the purpose of taking appropriate action and/or directing to appropriate personnel for resolution.

- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.
- Work under direct supervision using standardized routines; providing information and/or advising others; and operating within a defined budget. Utilization of some resources from other work units is often required to perform the job's functions.
- The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling; and significant fine finger dexterity. Generally the job requires 50% sitting.

Critical Competencies:

Minimum Qualifications Skills, Knowledge and Abilities:

- Skills are required to perform multiple, non-technical tasks with a potential need to upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: operating standard office equipment including pertinent software applications.
- Knowledge is required to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and understand complex, multi-step written and oral instructions. Specific knowledge required to satisfactorily perform the functions of the job includes: multi-line telephone equipment; and professional telephone etiquette.
- Ability is required to schedule activities and/or meetings; collate data; and use basic, job-related equipment.
- Ability is also required to work with a significant diversity of individuals and/or groups; work with similar types of data; and utilize specific, job-related equipment. In working with others, problem solving is required to identify issues and create action plans.
- Flexibility is required to independently work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using standardized methods.
- Problem solving with data may require independent interpretation; and problem solving with equipment is limited.
- Specific abilities required to satisfactorily perform the functions of the job include: communicating with diverse groups; and maintaining confidentiality.

Education and/or Experience:

- High school diploma, preferably with some college
- Job related experience is required

Job Description: Advisor/ Math Teacher

Advisors are teachers who stay with their small group of 16-18 students for their entire middle school/high school career. Advisors play a tremendous role in their students' lives; they are their friends, coaches and heroes. Advisors nurture their students to become life-long learners. They challenge them to explore their interests, take risks and expand their knowledge through what they are passionate about. Students gain confidence and become independent because they have a voice in their education.

Advisor Duties

- Facilitate quarterly learning plan meetings with each student and their family
- Implement, by instruction and action, the Big Picture philosophy of education
- Forecast the educational needs of each student based on their interests and abilities
- Identify learning opportunities and internships for students
- Facilitate internship searches through phone calls, shadow days and informational interviews to ensure that each student has an internship
- Monitor student internships through site-visits (bi-weekly), phone calls (weekly) and mentor meetings (monthly)
- Report on each student's educational and social progress in detail through quarterly narratives, phone calls to parents and weekly student meetings
- Run at least two sessions with advisory per day on Mondays, Wednesdays and Fridays
- Attend weekly staff meetings, monthly retreats and yearly training sessions
- Facilitate additional educational and health services for each advisee as needed
- Mediate student conflict
- Maintain complete and factual records (transcripts) on each student as required by school and law
- Work with staff on strategies for advisory, grade levels, and school improvement
- Make provisions to be available to students and parents for education-related reasons outside of the school day when necessary
- Implement the Academy's math curriculum for 54 students.

Knowledge and Abilities

- Basic knowledge of all teaching subjects and "highly qualified" in math
- Basic knowledge of pedagogical theories, perspectives and developments within education
- Basic classroom management skills
- Oral and verbal communication skills

Education and Experiential Requirements

- Bachelors Degree, Masters Degree preferred
- Valid State of Michigan Teaching Certificate
- Excellent problem-solving skills
- Organizational skills, multi-tasking abilities
- Resiliency, ability to improvise and work through uncertainties
- A sense of humor

Core Values of the Academy

- We will do whatever it takes to ensure each child's success
- We are meticulous about clean and safe schools
- We treat each other as highly respected partners
- Excellence

Job Description: Advisor/ Science Teacher

Advisors are teachers who stay with their small group of 16-18 students for their entire middle school/high school career. Advisors play a tremendous role in their students' lives; they are their friends, coaches and heroes. Advisors nurture their students to become life-long learners. They challenge them to explore their interests, take risks and expand their knowledge through what they are passionate about. Students gain confidence and become independent because they have a voice in their education.

Advisor Duties

- Facilitate quarterly learning plan meetings with each student and their family
- Implement, by instruction and action, the Big Picture philosophy of education
- Forecast the educational needs of each student based on their interests and abilities
- Identify learning opportunities and internships for students
- Facilitate internship searches through phone calls, shadow days and informational interviews to ensure that each student has an internship
- Monitor student internships through site-visits (bi-weekly), phone calls (weekly) and mentor meetings (monthly)
- Report on each student's educational and social progress in detail through quarterly narratives, phone calls to parents and weekly student meetings
- Run at least two sessions with advisory per day on Mondays, Wednesdays and Fridays
- Attend weekly staff meetings, monthly retreats and yearly training sessions
- Facilitate additional educational and health services for each advisee as needed
- Mediate student conflict
- Maintain complete and factual records (transcripts) on each student as required by school and law
- Work with staff on strategies for advisory, grade levels, and school improvement
- Make provisions to be available to students and parents for education-related reasons outside of the school day when necessary
- Implement the Academy's science curriculum for 54 students.

Knowledge and Abilities

- Basic knowledge of all teaching subjects and "highly qualified" in science
- Basic knowledge of pedagogical theories, perspectives and developments within education
- Basic classroom management skills
- Oral and verbal communication skills

Education and Experiential Requirements

- Bachelors Degree, Masters Degree preferred
- Valid State of Michigan Teaching Certificate
- Excellent problem-solving skills
- Organizational skills, multi-tasking abilities
- Resiliency, ability to improvise and work through uncertainties
- A sense of humor

Core Values of the Academy

- We will do whatever it takes to ensure each child's success
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- Excellence

Job Description: Advisor/Language Arts/Humanities Teacher

Advisors are teachers who stay with their small group of 16-18 students for their entire middle school/high school career. Advisors play a tremendous role in their students' lives; they are their friends, coaches and heroes. Advisors nurture their students to become life-long learners. They challenge them to explore their interests, take risks and expand their knowledge through what they are passionate about. Students gain confidence and become independent because they have a voice in their education.

Advisor Duties

- Facilitate quarterly learning plan meetings with each student and their family
- Implement, by instruction and action, the Big Picture philosophy of education
- Forecast the educational needs of each student based on their interests and abilities
- Identify learning opportunities and internships for students
- Facilitate internship searches through phone calls, shadow days and informational interviews to ensure that each student has an internship
- Monitor student internships through site-visits (bi-weekly), phone calls (weekly) and mentor meetings (monthly)
- Report on each student's educational and social progress in detail through quarterly narratives, phone calls to parents and weekly student meetings
- Run at least two sessions with advisory per day on Mondays, Wednesdays and Fridays
- Attend weekly staff meetings, monthly retreats and yearly training sessions
- Facilitate additional educational and health services for each advisee as needed
- Mediate student conflict
- Maintain complete and factual records (transcripts) on each student as required by school and law
- Work with staff on strategies for advisory, grade levels, and school improvement
- Make provisions to be available to students and parents for education-related reasons outside of the school day when necessary
- Implement the Academy's language arts/humanities curriculum for 54 students.

Knowledge and Abilities

- Basic knowledge of all teaching subjects and "highly qualified" in Language Arts/Social Studies
- Basic knowledge of pedagogical theories, perspectives and developments within education
- Basic classroom management skills
- Oral and verbal communication skills

Education and Experiential Requirements

- Bachelors Degree, Masters Degree preferred
- Valid State of Michigan Teaching Certificate
- Excellent problem-solving skills
- Organizational skills, multi-tasking abilities
- Resiliency, ability to improvise and work through uncertainties

- A sense of humor

Core Values of the Academy

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- Excellence

Job Description: Lead Advisor

Advisors are teachers who stay with their small group of 16-18 students for their entire middle school/high school career. Advisors play a tremendous role in their students' lives; they are their friends, coaches and heroes. Advisors nurture their students to become life-long learners. They challenge them to explore their interests, take risks and expand their knowledge through what they are passionate about. Students gain confidence and become independent because they have a voice in their education.

Lead Advisor Duties

- Serves as team leader for a group of six advisors.
- Facilitates regular meetings to monitor and react to student performance, coordinate parent communication and address parent concerns, and plan and carry out professional development

Advisory Duties

- Facilitate quarterly learning plan meetings with each student and their family
- Implement, by instruction and action, the Big Picture philosophy of education
- Forecast the educational needs of each student based on their interests and abilities
- Identify learning opportunities and internships for students
- Facilitate internship searches through phone calls, shadow days and informational interviews to ensure that each student has an internship
- Monitor student internships through site-visits (bi-weekly), phone calls (weekly) and mentor meetings (monthly)
- Report on each student's educational and social progress in detail through quarterly narratives, phone calls to parents and weekly student meetings
- Run at least two sessions with advisory per day on Mondays, Wednesdays and Fridays
- Attend weekly staff meetings, monthly retreats and yearly training sessions
- Facilitate additional educational and health services for each advisee as needed
- Mediate student conflict
- Maintain complete and factual records (transcripts) on each student as required by school and law
- Work with staff on strategies for advisory, grade levels, and school improvement
- Make provisions to be available to students and parents for education-related reasons outside of the school day when necessary

Knowledge and Abilities

- Basic knowledge of all teaching subjects and a specialty in a specific area
- Basic knowledge of pedagogical theories, perspectives and developments within education
- Basic classroom management skills
- Oral and verbal communication skills

Education and Experiential Requirements

- Bachelors Degree, Masters Degree preferred

- Valid State of Michigan Teaching Certificate
- Excellent problem-solving skills
- Organizational skills, multi-tasking abilities
- Resiliency, ability to improvise and work through uncertainties
- A sense of humor

Core Values of the Academy

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- Excellence

Job Description: Advisor/Art Teacher

Advisors are teachers who stay with their small group of 16-18 students for their entire middle school/high school career. Advisors play a tremendous role in their students' lives; they are their friends, coaches and heroes. Advisors nurture their students to become life-long learners. They challenge them to explore their interests, take risks and expand their knowledge through what they are passionate about. Students gain confidence and become independent because they have a voice in their education.

Advisor Duties

- Facilitate quarterly learning plan meetings with each student and their family
- Implement, by instruction and action, the Big Picture philosophy of education
- Forecast the educational needs of each student based on their interests and abilities
- Identify learning opportunities and internships for students
- Facilitate internship searches through phone calls, shadow days and informational interviews to ensure that each student has an internship
- Monitor student internships through site-visits (bi-weekly), phone calls (weekly) and mentor meetings (monthly)
- Report on each student's educational and social progress in detail through quarterly narratives, phone calls to parents and weekly student meetings
- Run at least two sessions with advisory per day on Mondays, Wednesdays and Fridays
- Attend weekly staff meetings, monthly retreats and yearly training sessions
- Facilitate additional educational and health services for each advisee as needed
- Mediate student conflict
- Maintain complete and factual records (transcripts) on each student as required by school and law
- Work with staff on strategies for advisory, grade levels, and school improvement
- Make provisions to be available to students and parents for education-related reasons outside of the school day when necessary
- Implement the Academy's arts curriculum.

Knowledge and Abilities

- Basic knowledge of all teaching subjects and "highly qualified"
- Basic knowledge of pedagogical theories, perspectives and developments within education
- Basic classroom management skills
- Oral and verbal communication skills

Education and Experiential Requirements

- Bachelors Degree, Masters Degree preferred
- Valid State of Michigan Teaching Certificate
- Excellent problem-solving skills
- Organizational skills, multi-tasking abilities
- Resiliency, ability to improvise and work through uncertainties
- A sense of humor

Core Values of the Academy

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- Excellence

Job Description: Advisor/ Physical Education Teacher

Advisors are teachers who stay with their small group of 16-18 students for their entire middle school/high school career. Advisors play a tremendous role in their students' lives; they are their friends, coaches and heroes. Advisors nurture their students to become life-long learners. They challenge them to explore their interests, take risks and expand their knowledge through what they are passionate about. Students gain confidence and become independent because they have a voice in their education.

Advisor Duties

- Facilitate quarterly learning plan meetings with each student and their family
- Implement, by instruction and action, the Big Picture philosophy of education
- Forecast the educational needs of each student based on their interests and abilities
- Identify learning opportunities and internships for students
- Facilitate internship searches through phone calls, shadow days and informational interviews to ensure that each student has an internship
- Monitor student internships through site-visits (bi-weekly), phone calls (weekly) and mentor meetings (monthly)
- Report on each student's educational and social progress in detail through quarterly narratives, phone calls to parents and weekly student meetings
- Run at least two sessions with advisory per day on Mondays, Wednesdays and Fridays
- Attend weekly staff meetings, monthly retreats and yearly training sessions
- Facilitate additional educational and health services for each advisee as needed
- Mediate student conflict
- Maintain complete and factual records (transcripts) on each student as required by school and law
- Work with staff on strategies for advisory, grade levels, and school improvement
- Make provisions to be available to students and parents for education-related reasons outside of the school day when necessary
- Implement the Academy's physical education curriculum.

Knowledge and Abilities

- Basic knowledge of all teaching subjects and "highly qualified"
- Basic knowledge of pedagogical theories, perspectives and developments within education
- Basic classroom management skills
- Oral and verbal communication skills

Education and Experiential Requirements

- Bachelors Degree, Masters Degree preferred
- Valid State of Michigan Teaching Certificate
- Excellent problem-solving skills
- Organizational skills, multi-tasking abilities
- Resiliency, ability to improvise and work through uncertainties
- A sense of humor

Core Values of the Academy

- We will do whatever it takes to ensure each child's success
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- We treat each other as highly respected partners
- Excellence

Job Description: Advisor/Music Teacher

Advisors are teachers who stay with their small group of 16-18 students for their entire middle school/high school career. Advisors play a tremendous role in their students' lives; they are their friends, coaches and heroes. Advisors nurture their students to become life-long learners. They challenge them to explore their interests, take risks and expand their knowledge through what they are passionate about. Students gain confidence and become independent because they have a voice in their education.

Advisor Duties

- Facilitate quarterly learning plan meetings with each student and their family
- Implement, by instruction and action, the Big Picture philosophy of education
- Forecast the educational needs of each student based on their interests and abilities
- Identify learning opportunities and internships for students
- Facilitate internship searches through phone calls, shadow days and informational interviews to ensure that each student has an internship
- Monitor student internships through site-visits (bi-weekly), phone calls (weekly) and mentor meetings (monthly)
- Report on each student's educational and social progress in detail through quarterly narratives, phone calls to parents and weekly student meetings
- Run at least two sessions with advisory per day on Mondays, Wednesdays and Fridays
- Attend weekly staff meetings, monthly retreats and yearly training sessions
- Facilitate additional educational and health services for each advisee as needed
- Mediate student conflict
- Maintain complete and factual records (transcripts) on each student as required by school and law
- Work with staff on strategies for advisory, grade levels, and school improvement
- Make provisions to be available to students and parents for education-related reasons outside of the school day when necessary
- Implement the Academy's Music curriculum.

Knowledge and Abilities

- Basic knowledge of all teaching subjects and will "highly qualified"
- Basic knowledge of pedagogical theories, perspectives and developments within education
- Basic classroom management skills
- Oral and verbal communication skills

Education and Experiential Requirements

- Bachelors Degree, Masters Degree preferred
- Valid State of Michigan Teaching Certificate
- Excellent problem-solving skills
- Organizational skills, multi-tasking abilities
- Resiliency, ability to improvise and work through uncertainties
- A sense of humor

Core Values of the Academy

- We will do whatever it takes to ensure each child's success
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- We treat each other as highly respected partners
- Excellence

Job Description: Advisor/ Spanish Teacher

Advisors are teachers who stay with their small group of 16-18 students for their entire middle school/high school career. Advisors play a tremendous role in their students' lives; they are their friends, coaches and heroes. Advisors nurture their students to become life-long learners. They challenge them to explore their interests, take risks and expand their knowledge through what they are passionate about. Students gain confidence and become independent because they have a voice in their education.

Advisor Duties

- Facilitate quarterly learning plan meetings with each student and their family
- Implement, by instruction and action, the Big Picture philosophy of education
- Forecast the educational needs of each student based on their interests and abilities
- Identify learning opportunities and internships for students
- Facilitate internship searches through phone calls, shadow days and informational interviews to ensure that each student has an internship
- Monitor student internships through site-visits (bi-weekly), phone calls (weekly) and mentor meetings (monthly)
- Report on each student's educational and social progress in detail through quarterly narratives, phone calls to parents and weekly student meetings
- Run at least two sessions with advisory per day on Mondays, Wednesdays and Fridays
- Attend weekly staff meetings, monthly retreats and yearly training sessions
- Facilitate additional educational and health services for each advisee as needed
- Mediate student conflict
- Maintain complete and factual records (transcripts) on each student as required by school and law
- Work with staff on strategies for advisory, grade levels, and school improvement
- Make provisions to be available to students and parents for education-related reasons outside of the school day when necessary
- Implement the Academy's foreign language curriculum--Spanish

Knowledge and Abilities

- Basic knowledge of all teaching subjects and "highly qualified"
- Basic knowledge of pedagogical theories, perspectives and developments within education
- Basic classroom management skills
- Oral and verbal communication skills

Education and Experiential Requirements

- Bachelors Degree, Masters Degree preferred
- Valid State of Michigan Teaching Certificate
- Excellent problem-solving skills
- Organizational skills, multi-tasking abilities
- Resiliency, ability to improvise and work through uncertainties
- A sense of humor

Core Values of the Academy

- We will do whatever it takes to ensure each child's success
- We are meticulous about clean and safe schools
- We treat each other as highly respected partners
- Excellence

Job Description: Advisor/ Chinese Teacher

Advisors are teachers who stay with their small group of 16-18 students for their entire middle school/high school career. Advisors play a tremendous role in their students' lives; they are their friends, coaches and heroes. Advisors nurture their students to become life-long learners. They challenge them to explore their interests, take risks and expand their knowledge through what they are passionate about. Students gain confidence and become independent because they have a voice in their education.

Advisor Duties

- Facilitate quarterly learning plan meetings with each student and their family
- Implement, by instruction and action, the Big Picture philosophy of education
- Forecast the educational needs of each student based on their interests and abilities
- Identify learning opportunities and internships for students
- Facilitate internship searches through phone calls, shadow days and informational interviews to ensure that each student has an internship
- Monitor student internships through site-visits (bi-weekly), phone calls (weekly) and mentor meetings (monthly)
- Report on each student's educational and social progress in detail through quarterly narratives, phone calls to parents and weekly student meetings
- Run at least two sessions with advisory per day on Mondays, Wednesdays and Fridays
- Attend weekly staff meetings, monthly retreats and yearly training sessions
- Facilitate additional educational and health services for each advisee as needed
- Mediate student conflict
- Maintain complete and factual records (transcripts) on each student as required by school and law
- Work with staff on strategies for advisory, grade levels, and school improvement
- Make provisions to be available to students and parents for education-related reasons outside of the school day when necessary
- Implement the Academy's foreign language curriculum—Chinese.

Knowledge and Abilities

- Basic knowledge of all teaching subjects and "highly qualified"
- Basic knowledge of pedagogical theories, perspectives and developments within education
- Basic classroom management skills
- Oral and verbal communication skills

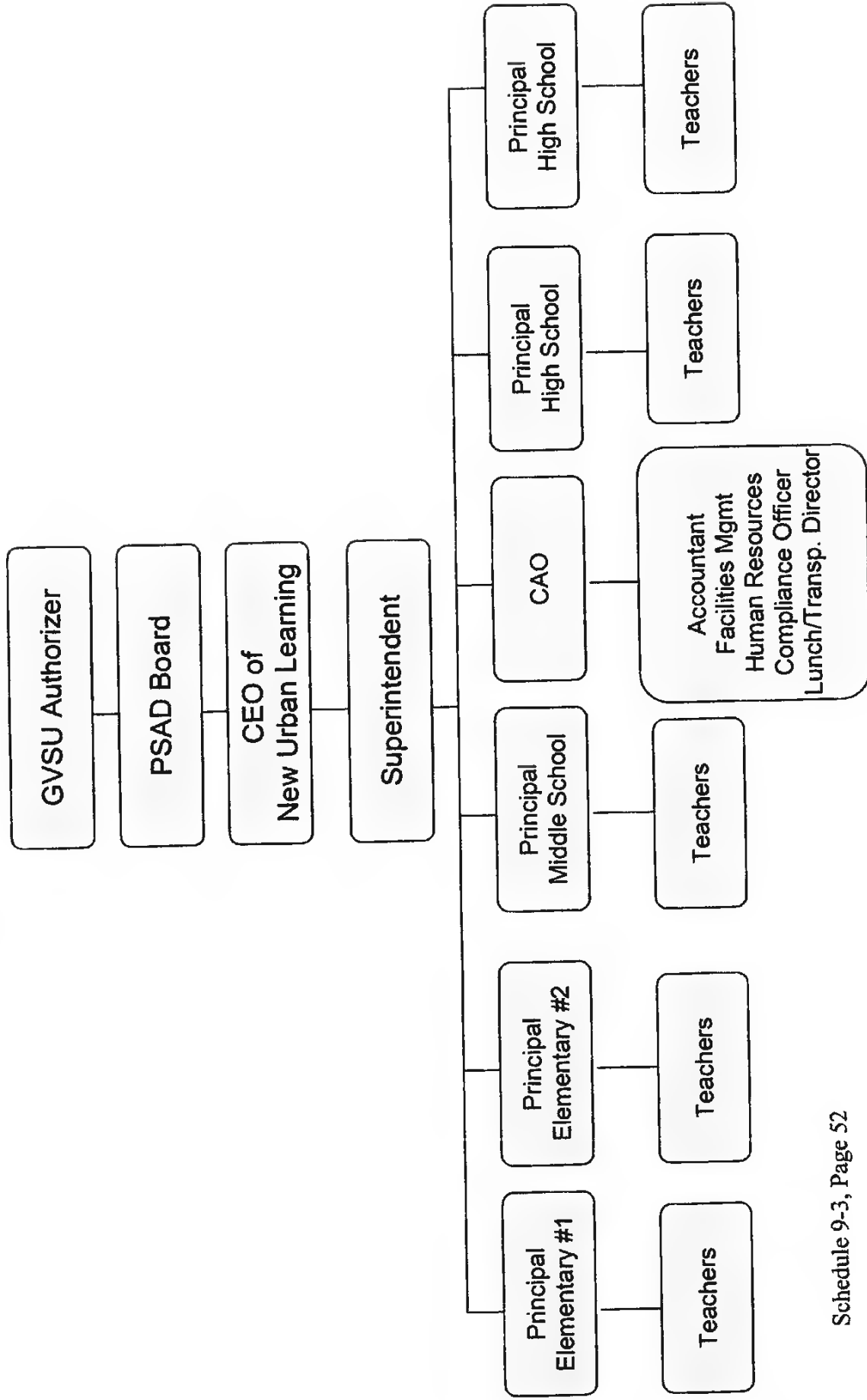
Education and Experiential Requirements

- Bachelors Degree, Masters Degree preferred
- Valid State of Michigan Teaching Certificate
- Excellent problem-solving skills
- Organizational skills, multi-tasking abilities
- Resiliency, ability to improvise and work through uncertainties
- A sense of humor

Core Values of the Academy

- We will do whatever it takes to ensure each child's success
- We are meticulous about clean and safe schools
- We treat each other as highly respected partners
- Excellence

Organization Chart for University Preparatory Academy July 1, 2008





AXIOS INC.

Employee Handbook

University Preparatory Academy: August 2008
Axios Incorporated: February 2008

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Welcome and Introduction

Welcome

We would like to welcome you to New Urban Learning/University Preparatory Academy and Axios Incorporated. We appreciate the contribution you make as a member of our team.

We believe that you will find many opportunities to apply your talents to our collective efforts to meet and surpass our customers' requirements. Axios Inc. focuses on providing comprehensive human resource and benefits management. We strive to provide the highest level of service to you and hope to exceed your expectations. Axios, Incorporated and University Preparatory Academy are committed to success in the marketplace and the workplace.

As part of a professional employer organization, you will receive the advantages of having experts handle a wide range of human resource issues that include payroll, benefits, 401(k), and claims processing. More importantly, you now have a human resource advocate working for you. You may contact Axios, Incorporated at 616-949-2525 with any payroll or benefits related questions that you may have. Work-related issues should be reported to your immediate supervisor.

We are dedicated to fulfilling your human resource needs and aspire to earn your loyalty and respect as we begin our partnership together. University Preparatory Academy and Axios Incorporated will be referred to as the "Organization" throughout the remainder of this handbook.

Introduction

This Handbook has been prepared to provide you with information concerning the Organization, our benefits, and general practices. While it is not possible to relate in this Handbook all of our policies or to answer every question which may arise, it will provide you with a significant amount of data and will serve as a general reference that may be kept for your personal use.

This Handbook applies to all of the Organization employees.

The Organization reserves the right to change, add, revise, or cancel any rule, policy, compensation, or benefit that the Organization provides, including those contained in this Handbook, at any time. Changes are effective on the date of their occurrence. Your inquiries and comments concerning these policies and guidelines should be directed to the Organization Human Resources Department. This Handbook supersedes any and all other verbal or written policies.

Please read this Handbook carefully so that you may become familiar with its contents, the advantages of working for the Organization, and what is expected of you. Please retain the handbook for future reference.

We wish you every success in your position and hope that your employment the Organization will be a rewarding experience.

WELCOME!

On behalf of the Board of Directors of New Urban Learning (NUL), we welcome you to New Urban Learning /University Preparatory Academy and wish you great success. We are embarked on a great and noble challenge: Reinventing public education in America so that every child has a real opportunity to learn and live a fulfilling and contributing life. Our philosophies and learning strategies give shape to this revolutionary project. But it is the people of New Urban Learning - our Advisors, coaches and administrative staff-who provide the intelligence and heart that will determine our success.

This handbook was developed to describe some expectations for our employees and to outline New Urban Learning's (NUL's) policies, programs, and benefits available to eligible employees. You will want to familiarize yourself with the Staff Handbook as soon as possible, for it will answer many questions about your employment. If you have any questions about your employment or any of our policies, please contact your Principal at University Preparatory Academy or the School Administrator.

We are committed to help make this the most exciting and fulfilling experience of your professional life. Working together, we are convinced we can change the face of American education and impact the lives of thousands of urban children.

Sincerely,

New Urban Learning Board of Directors

Doug Ross, Chair

We would like to welcome you to University Preparatory Academy and Axios Incorporated. We appreciate the contribution you make as a member of our team.

AI Central focuses on providing comprehensive human resource and benefits management. We strive to provide the highest level of service to you and hope to exceed your expectations.

As a professional employer organization, you will receive the advantages of having experts handle a wide range of human resource issues that include payroll, benefits, 401(k), and claims processing. More importantly, you now have a human resource advocate working for you.

We are dedicated to fulfilling your human resource needs and aspire to earn your loyalty and respect as we begin our partnership together.

Daniel Barcheski
Chief Executive Officer
Axios Incorporated

Customer Relations

It is the policy of the organization to provide its customers with the best possible service. Employees are expected to treat customers in a courteous, respectful manner at all times.

Employees should always remember that the customer comes first, is the primary source of the organization's income, and is, therefore, the ultimate source of each employee's job and income. Customers should always be treated with the same common courtesy and respectful manner that each employee would want if their roles were reversed.

Employees with customer contact are expected to promote the organization's best interest and to build customer goodwill. Such employees should also report recurring customer-related problems to their supervisor and/or make suggestions for changes in organization policies or operating procedures.

Employees should be prepared to listen carefully to customer inquiries and complaints and then deal with them in a responsive, professional manner. If a controversy arises, the employee should attempt to explain organization policy in a clear, yet deferential manner. If a customer becomes unreasonable or abusive and the employee cannot resolve the problem, the customer should be referred to the employee's supervisor.

Employees should be particularly careful to exercise courtesy and thoughtfulness in using the telephone. A positive telephone contact with a customer can enhance goodwill while a negative experience can destroy a valuable relationship. The following procedures should be observed whenever possible:

When answering the telephone, use a pleasant tone of voice, give the name of the department, identify yourself, and ask how you may help;

If the person with whom the caller wishes to speak is on another line, ask the caller if they would like to be placed on hold;

If a caller has been placed on hold, carefully monitor the holding period and offer to have the call returned if the person with whom he wishes to speak is not available within a reasonable time;

When a caller leaves a name, number, or message, make sure it is recorded correctly and given promptly to the appropriate individual; and

When using the telephone, all employees should take and place their own calls.

Responsibilities of NUL Personnel

NUL employees, because of their proximity to students, are frequently confronted with situations that, if handled incorrectly, could result in liability to Axios/NUL and the academy and personal liability to the employee. It is the organizations' intent to minimize that possibility.

- Employees shall maintain a standard of care for supervision, control and protection of students commensurate with assigned duties and responsibilities.
- Employees shall not send students on any personal errands.
- Employees shall not transport students in a private vehicle without the approval of the school leader and legal guardian.
- A student shall not be required to perform work or services that may be detrimental to his/her health.

- Employees shall not associate with students in a manner which gives the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive, or involve illegal substances such as tobacco, alcohol or drugs.
- Employees who through conversations and/or observations suspect sexual/physical abuse of students are required by law to report the situation directly to Wayne County Protective Services and should notify their Principal of their intent to do so.

Employment Practices

Employment Relationship

At-Will Employment Relationship

All employees of the Organization are "at-will" employees. This means that you have the right to terminate your employment with the Organization at any time, with or without cause and with or without notice. The Organization retains the same right.

This at-will policy supersedes any other provisions of this handbook and any other prior or contemporaneous document, policy or oral or written statement that could be interpreted to alter, modify, or conflict with your at-will employment status. Your at-will employment status cannot be altered or modified, other than by a written agreement signed by both you and the president of the Organization, which specifically states that it alters, modifies, or supersedes this at-will employment policy.

Completion of the training and probationary period or conferral of regular status does not change an employee's status as an employee-at-will or in any way restrict the organization's right to terminate such an employee or change the terms or conditions of employment.

Employee Status Definitions

The following definitions were established to standardize terminology and provide common understanding in our references to employees.

Regular Full-Time Employees: Those employees who have completed the Training and Orientation period and work a minimum of 32 hours weekly on a continuous basis.

Regular Part-time Employees: Those employees who have completed the Training and Orientation period and work less than 32 hours per work week. Regular part-time employees are not eligible for benefits.

Temporary/Seasonal Employees: Those employees whose services are intended to be of limited duration. Such employees may be full or part-time. If a part-time employee is subsequently hired as a regular full time employee, his/her length of service will be determined by the regular full-time hire date unless otherwise provided in a specific benefit plan. Temporary/Seasonal employees are not eligible for benefits.

FLSA Definitions

Hourly Non-Exempt: Employees who receive pay for each hour worked and are eligible for overtime pay as described under the Fair Labor Standards Act.

Salaried Exempt: All executives and supervisors and other exempt employees as defined under the Fair Labor Standards Act. Salaried exempt employees are not eligible for overtime pay.

Exempt/Salary Basis Complaint Procedure

Exempt employees that are required to be paid on a "salary basis" to be exempt may file a complaint as set forth below if they believe that their salary was not properly paid. A salary basis is regularly receiving a predetermined weekly amount (payable weekly, bi-weekly, monthly or as otherwise allowed by law) that is not subject to reduction because of variations in the quality or quantity of the work performed.

Subject to the exceptions outlined below, the Organization will pay exempt employees that must be paid on a salaried basis the full salary for any week in which the employee performs any work without regard to the number of days or hours worked. Exempt employees will not be paid for any workweek in which they perform no work.

The exceptions are as follows:

- (1) Absence from work for one or more full days for personal reasons, other than sickness or disability. If an exempt employee is absent for one and a half days for personal reasons, the Organization can deduct only for the one full-day absence; it cannot reduce salary for partial day absences. If, however, the employee has accrued but unused vacation time available in accordance with Vacation policy, the Organization can charge the employee's vacation bank for partial day absences and, the employee may use vacation time, if available, for full day absences.
- (2) Absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with another policy provided by the Organization under its disability plans which provide compensation for loss of salary occasioned by such sickness or disability (regardless of waiting periods). The Organization will not pay any portion of the employee's salary for full-day absences for which Employee receives compensation under the plan, policy or practice. Deductions for such full-day absences also may be made before the employee has qualified under the plan, policy or practice, and after the employee has exhausted the leave allowance there under. If, however, the employee has accrued but unused vacation available, the Organization can require that the employee use that time for partial day absences occasioned by sickness and disability and, the employee may use vacation, if available for full day absences before short and long term disability leave time is available.
- (3) The Organization can offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without loss of the exemption.
- (4) Infractions of safety rules of major significance.
- (5) Unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules in accordance with the Organization's written policies.
- (6) The Organization may pay a proportionate part of an employee's full salary for the time actually worked in the first and last week of employment. In such weeks, the payment of an hourly or daily equivalent of the employee's full salary for the time actually worked will meet the requirement.
- (7) The Organization is not required to pay the full salary for weeks in which an exempt Employee takes unpaid leave under federal or state law.

If an employee believes that the Organization has violated this policy in any way, the employee may file a written Complaint with the Human Resources Coordinator. If it is determined that improper deductions have been made, the Organization will reimburse Employee for any improper deductions.

Discrimination

Non-Discrimination Policy

It is the policy of the Organization not to discriminate against any person in employment because of race, religion, color, sex, age, military status or application, national origin or disability or any other basis protected by state, federal or otherwise applicable law.

The Organization policy of nondiscrimination covers all aspects of the employment relationship, including recruitment, selection, placement, training, compensation, promotion, transfer, layoff, recall and termination.

Under Michigan and federal law, an employee may not be discriminated against in employment because of a disability. In certain cases the Organization has a duty to accommodate disabled individuals. Under Michigan law a disabled employee who needs an accommodation must notify

his/her employer, in writing, of the need for accommodation within 182 days after the date the employee knows or reasonably should know that an accommodation is needed. Should you require an accommodation, you should notify the Organization Human Resources department directly at the phone numbers provided in this Handbook. An employee's failure to timely notify the Organization of a need for accommodation may result in the loss of legal rights under Michigan law.

Any questions or problems related to this policy, or any perceived deviation from this policy, should immediately be brought to the attention of Human Resources.

Harassment

Sexual and Other Unlawful Harassment

It is illegal and against the Organization policy for any employee, supervisor, or supervisor to harass another employee, on the basis of race, color, religion, sex (but not limited to sexual harassment), national origin, age, disability, military status or application, or any other basis protected by state, federal or other applicable law.

Prohibited Conduct Includes:

1. Sexual Harassment

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when: (1) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or it creates an intimidating, hostile, or offensive working environment.

Sexual harassment may include, but is not limited to, unwelcome sexual advances or sexual flirtations; physical conduct of a sexual nature; request for sexual favors; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual, including sexual nicknames; sexually oriented jokes and displays in the work place; or sexually suggestive objects, pictures or cartoons.

2. Other Harassment

Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual or his/her relatives, friends, or associates, because of his/her race, color, religion, gender (not limited to sexual harassment), national origin, age, or disability, military status or application, or any other basis protected by state or other applicable law, and that: (1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to, name calling, slurs, negative stereotyping or threatening, intimidating, or hostile acts that relate to one's race, color, religion, gender, national origin, age, qualified disability, military status or application or any other basis protected by state or other applicable law; or written or graphic material that defames or shows hostility or aversion toward an individual or group because of the foregoing characteristics and that is placed on walls, bulletin boards, or elsewhere on the premises or circulated in the work place.

Where to Complain:

Any employee who believes that work place actions or words constitute harassment must immediately report or complain to your Superintendent, Matthew Medley, or Axios Human Resources, John Sanford, at 616-949-2525. If you are uncomfortable complaining to such individual, employees must bring such complaints to the attention of Ann Hayes, Vice President of Operations, Human Resource Services, Axios Incorporated at 616-949-2525. All complaints or incidents brought to the attention of the Organization will be investigated immediately in as confidential a manner as possible. Appropriate action will be taken. In determining whether alleged misconduct constitutes sexual or other unlawful harassment, the Organization will look at the totality of the circumstances.

Penalty:

An act found to constitute harassment in violation of this policy will result in disciplinary action up to and including discharge.

Non-Retaliation:

No employee will be retaliated against for filing a complaint or participating in an investigation of a violation of this policy. If an employee feels he/she is being retaliated against in violation of this policy, he/she should follow the complaint procedure outlined above.

Harassment by Non-Employees:

Any employee who believes he or she has been the subject of unlawful harassment as defined in this policy by a non-employee, such as a client or customer, during work time or in relation to the employee's work, should immediately contact your Superintendent, Matthew Medley, or Axios Human Resources, John Sanford, at 616-949-2525. If the employee does not feel comfortable discussing the matter with such individual, then the employee should bring the complaint to the attention of Ann Hayes, Vice President of Operations, Human Resource Services, Axios Incorporated at 616-949-2525. An investigation of the complaint will be undertaken as stated above.

If, after appropriate investigation, it is found that a non-employee has unlawfully harassed an employee during work time or in relation to the employee's work, appropriate action will be taken.

Employee Relations

The Organization subscribes to the following philosophy on employee relations:

- Respect all employees
- Provide good working conditions
- Encourage open and direct communications between employees and their supervisors
- Employee suggestions, comments, and complaints will be considered by management
- Management will attempt to respond promptly to employee problems

We ask that you uphold these standards. We urge you to foster an environment where problems are comfortably raised, cooperatively discussed, and equitably resolved.

Open Door Policy

It is important that management and employees maintain effective communications and understanding. A conscious effort is made at the Organization to maintain close rapport among staff through an open door policy. The following guidelines should be followed if a problem should arise:

Step 1: Report issue to supervisor. Problems should be discussed honestly and sincerely. There is a good possibility that problems can be resolved at this stage with your supervisor. You are encouraged to approach your supervisor to resolve employment related issues. If you feel your supervisor has not assisted you in resolution, you should notify him/her in writing of your wish for further consideration. This must be done within 5 calendar days of the occurrence of the problem to ensure a timely resolution.

Step 2: Next level management. If you feel that your supervisor has not responded appropriately to you, you must present a written request to the next level management (above your supervisor) which outlines the issue, within ten calendar days of the occurrence of the problem (the date of the supervisor's response). The next level supervisor will discuss the issue with you privately and respond within ten calendar days unless you are notified otherwise.

Step 3: Human Resources at Axios. If you are not satisfied with the answer at Step 2, you have ten calendar days to present a written request to Human Resources at Axios. Axios will investigate the issues and give you a response within ten calendar days of receiving the request unless you are notified otherwise.

Not every problem can be resolved to everyone's total satisfaction; however, through an open discussion of mutual problems and working to reach an understanding we believe concerns can be appropriately dealt with.

Attendance & Punctuality

It is the policy of the Organization to encourage habits of good attendance and punctuality on the part of its employees. The Organization recognizes that circumstances beyond your control may cause you to be absent from work for all or part of a day. However, unauthorized absences or tardiness will not be tolerated and may result in disciplinary action including probation and/or discharge.

When your absence from work is unavoidable, your supervisor must be notified at least two hours prior to the start of your scheduled work shift of the reason for your absence or tardiness and its probable duration. We must have adequate time to schedule a substitute. Should inadequate notice be given, your pay for that day may be forfeited.

You will be considered as having "quit" if you are absent for 3 consecutive working days without reporting to your supervisor, unless you have satisfactory reasons both for the absence and for the failure to report your absence. If you are experiencing personal difficulties which cause absences, you should discuss the situation with your supervisor as soon as possible.

Regular attendance and punctuality are important factors in your work performance. Your attendance record is considered in matters such as wage increases, promotions and transfers.

Should you be unable to work on a scheduled day, you must call and report such directly to your supervisor.

Personal Phone Calls

Certain emergency personal calls may be necessary during office hours (such as calls to arrange transportation, check on the safety of immediate family and other important outgoing calls). They should be local calls and must be made at a time when they do not interfere with your work. They should be brief and not cause you to fall behind in your duties.

Incoming calls need to be extremely brief since they will normally come at a time when you are busy. Avoid having people call you at work.

Social, church, and civic activities in which you are involved are looked upon as extremely worthwhile by this office. However, since these activities are disruptive to the office and learning environment, you are encouraged to pursue them while at home.

Personal cell phone use should be limited using the criteria above for personal calls. Calls should be short and not intrude on the work day. Ideally, if you receive a call you should let your voice mail answer it and return the call during your lunch break or after work. If your cell phone becomes a distraction, we reserve the right to ask you to turn it off during working hours.

Personal Appearance

We want to stress the importance of personal appearance and cleanliness. A well-groomed employee makes a good impression both for the Organization and the employee. Therefore, all employees shall maintain the highest standards of personal cleanliness and grooming and shall present a neat, professional, appearance at all times during working hours. Extremes of any style are not permissible.

Employees clothing must be neat, clean and without holes in them. No excessively baggy, long or low riding clothing is permitted. Excessive exposure of skin should be avoided. Management reserves the right to determine whether a particular article of clothing is appropriate or not.

Electronic Communication Policy

Computers, computer files, telephones, cell phones, voicemail systems, the E-mail system, software, and any other electronic devices or related parts (collectively referred to as "electronic devices") furnished to employees are University Preparatory Academy property to assist users in performing their jobs and advance the mission and goals of the Organization. The electronic devices, including E-mail, Internet, telephone, voice mail systems and the computers and software are to be used for business related purposes. The Organization treats *all* documents, data and messages sent, received, created, edited, or stored in any electronic device including E-mail, Internet, computer or voice mail systems as shared, non-confidential messages. Users must apply the same standards and care to their electronic communications as with other forms of communication (written or oral). Inappropriate use can have serious consequences both for the Organization and the employees.

1. The use of the computer system and its or other electronic devices is consent by the employee to all monitoring of his/her use by the Organization. The log-on procedures and passwords do not give rise to any employee expectation of privacy. Employee recognizes the Organization's right to monitor all use with or without additional notice to the user or further employee consent to such action of the Organization. Employees should, however, protect their passwords so that others do not abuse it and their workstation. The right to monitor in this policy is limited to the Superintendent, Business Supervisor, IT professionals, Axios Incorporated, and other management personnel as designated by the Superintendent. The Organization has the capability to, expressly reserves the right to, and will from time to time, access, review, copy and delete any information sent, received, created, edited, or stored in the E-mail (including E-Mails accessed (sent or received) from third party servers), Internet, or voice mail systems or with use of Organization computers and its electronic devices, to the extent permitted by applicable law for legitimate business purposes. The Organization may disclose such information to any party (inside or outside the Organization) it deems appropriate.

2. You may make occasional incidental use of electronic devices for personal use (less than 5%) during non-work time provided that you abide by all provisions in this policy. The abuse of this policy will subject the employee to discipline and/or a request for reimbursement. It must be understood that any personal information will be treated no differently from other information, which will be accessed, monitored, utilized and disclosed by the Organization to the extent permitted by applicable law. Accordingly, users cannot use electronic devices, including the computer systems, E-mail, Internet or voice mail systems to send, receive, create, edit or store any information that they wish to keep private. Users should treat the E-mail, Internet, voice mail systems, and any other system of an electronic device as a shared file system (such as the system for word processing documents which are publicly available Organization documents) with the expectation that information sent, received or stored in the system will be available for review

by the Organization for any purpose as stated above. Should circumstances require that you place a long-distance call, we ask that you use a personal calling card or call collect.

3. The Organization prohibits the use of its electronic devices, including its computers, the Internet, telephones, voice mail or the e-mail system to harass, insult or intimidate, or use in any way that is disruptive or harmful to employees; to engage in any unlawful activity, enterprise or scheme; to transmit defamatory, obscene, offensive or harassing information; to transmit information that discloses personal information without authorization or to otherwise use in any other way that is in violation of Organization policies. For example, but not by way of limitation, the display or transmission of sexually explicit images, messages, cartoons, ethnic slurs, racial comments, off-color jokes or anything that may be construed as harassment is not allowed. Employees should not send confidential or proprietary documents over the Internet without the approval of his or her supervisor.

4. The Organization purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Organization does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple computers according to the Organization's software license agreement. The Organization prohibits the illegal duplication or downloading of software and its related documentation. Use of the E-mail system or the Internet to copy and/or transmit any documents, software, or other information protected by the copyright laws is prohibited. The installation or use of computer games or any other unauthorized software is a violation of Organization policy and will not be permitted. Any questions regarding the use of the system or software should be addressed to the Superintendent or Business Supervisor.

5. Organization rules for document retention apply to all electronic communications. Electronic material/communications can be required as evidence in legal proceedings.

6. Employees must know and recognize that the use of deletion keystroke does not necessarily mean that the document has been eliminated from the computer system.

7. Employees may not send any form of a personal chain letter or mass mailings (including virus warnings) to other individuals or groups. Mass mailings and chain letters refer to emails addressed to more than four individuals.

8. Viruses can quickly spread from one location throughout the entire affiliate. If you suspect that you have a virus, shut down your computer and contact the IT Department.

E-mail

Always consider the following protocol before you send an e-mail:

1. E-mail access is provided for Organization business.
2. Always use business-like and clear language.
3. Only use Organization provided or authorized mail systems.
4. Always use the utmost care, sufficient discretion, and security when sending confidential and proprietary business information by e-mail.
5. Always keep your passwords private. Unauthorized use of another employee's ID is strictly prohibited. Never send an email under someone else's name.
6. When you leave your work area, log off your e-mail or institute a password to protect your workstation.
7. If you change any e-mail before forwarding it, clearly indicate every change.

8. Type "DO NOT FORWARD" on any email you do not want forwarded, and don't forward email marked "DO NOT FORWARD."
9. Never use profanity, inappropriate language, or send discourteous or offensive e-mails.
10. Don't read misdirected e-mails; return them to their senders.
11. Don't expect e-mail to be private.
12. When sending an attachment by e-mail, identify the software and versions. Do not send large attachments and do not send non-business e-mails to more than 4 or more persons.
13. Inappropriate use of e-mail should be reported immediately to Management.
14. Remember, e-mail is not always the most appropriate method of communicating. Depending on the circumstances, a phone call, memo, or face-to-face meeting may be better.

Threatening E-Mails: A user who receives a threatening e-mail at the office or home should:

1. Keep the e-mail in their mailbox.
2. Forward a copy of the e-mail to IT personnel and your immediate supervisor.
3. Notify the Human Resources Department, the Business Supervisor, or your supervisor.

Internet

The Internet represents a valuable resource to the Organization for specifically defined business functions and to promote the mission of the Organization. It also exposes the Organization in an unprecedented and highly visible fashion as compared to a secured network. The Organization may be implicated for a range of inappropriate or unethical use by individuals who were provided Internet access.

1. Use of Organization-provided Internet services to access, download or send material that is not business related is prohibited. The Internet is to be used primarily for business purposes.
2. Transmission of sensitive and proprietary business information over the Internet is strongly discouraged, unless required to meet a critical business need. Supervisor's approval should be obtained in advance.
3. Software and data that is obtained from the Internet must not violate the intellectual property rights of others.
4. Business functions or divisions electing to publish on the Internet must first secure the necessary Organization approvals and maintain an ongoing approval process when the content of published information changes.
5. Certain sites lacking sufficient business justification or that interfere with the operations of Organization information technology may be blocked.
6. Where applicable, the same policies and rules covering communication or material (i.e., content, appropriateness, security, business purpose) outlined above apply equally to Internet usage.

7. Employees may not post any electronic communication that could be misconstrued as an endorsement by the Organization, or could reflect negatively on the Organization. Be aware that items posted to Internet bulletin boards, mailing lists, and others, are identified by the Organization staff e-mail address.
8. If you feel you must utilize a site for research and/or teaching that could be construed as inappropriate by a reasonable person/parent, you must first consult with the Assistant Superintendent and receive written authorization. Failure to do so may lead to disciplinary action up to and including termination.

Limited personal use of the Internet is allowed by the Organization. However, the employee-user is reminded that use of any and all Organization property is primarily for the purpose of Organization business. Any personal use of the Internet is expected to be on the user's own time and is not to interfere with the person's job responsibilities.

This policy should be read and interpreted in conjunction with all other Organization policies including but not limited to policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior. Employee-users are prohibited from accessing the Internet for any unethical purposes, including pornography, violence, gambling, racism, harassment, or any illegal activity.

Violation of this policy, or the failure to report any violations of this policy, can lead to disciplinary action up to and including discharge.

Organization Property

No Organization vehicle or property such as tools, office machines, supplies, computers, etc. may be used without prior consent of management. Utilization of organization vehicle, tools, equipment or other organization property for personal use is prohibited unless the Assistant Superintendent or Business Supervisor has granted prior authorization.

If you are granted authorization, you understand and agree that the organization is not liable for personal injury incurred during the use of organization property for personal projects. As a organization employee, you accept full responsibility for any and all liabilities for injuries or losses, which occur, or for the malfunction of equipment. You are responsible for returning the equipment or tools in good condition and you agree that you are required to pay for any damages that occur while the equipment or tools are used for personal use.

Standard of Conduct

The Organization considers employees to be professionals in their particular area of employment. Inasmuch as each employee is regarded by the community as a representative of the organization, it is important that such contacts be a credit to the Organization. This includes, anytime while representing the Organization:

- To and from job sites
- Driving organization vehicles
- Dealing with organization vendors
- Interacting with parents, guardians or other family members on campus or at extracurricular activities
- Any time you could generally be understood to be representing the Organization

Disregard of this responsibility may be cause for termination of employment at the Organization.

Disciplinary Procedure

As in any organization, rules governing the conduct of all employees are as necessary as regulations governing the conduct of people who live in our community. We try to keep our rules to a minimum, but there are some which are necessary for the Organization to run smoothly and for the protection of all employees. Persons who tend to "play by their own rules" usually end up trespassing on the rights of other people and are not members of our team. We will make an effort to help such employees correct their conduct, but the primary responsibility for abiding by the rules rests with you.

Any employee who violates any of the Organization's rules or general standards of good employee conduct shall be subject to disciplinary action at the sole discretion of the Organization. While employment at the Organization is at will, in some cases the disciplinary action may result in either verbal or written warnings, suspension or discharge. The Organization will assess numerous factors in determining the degree of discipline rendered. Among others, these factors include severity of the conduct violation, impact on the Organization, state and federal laws, extenuating facts and circumstances, and the general facts and circumstances of the incident. The following list of offenses is not meant to be all inclusive and is meant to be used as a guideline. Failure to use common sense and good judgment may also result in disciplinary action.

Major/Serious Offenses

- Abusing or destroying Organization property or the property of others
- Using abusive or profane language
- Being convicted of a serious criminal offense
- Creating or contributing to unsanitary or unsafe conditions
- Deliberately restricting quantity and quality of work, or asking others to do the same
- Disclosing confidential Organization information
- Discourteously treating other employees, vendors, customers, or visitors
- Unexcused absences or tardiness
- Failing to complete a day's work assignment
- Failing to report personal injury or accident occurring on the job or defective equipment
- Failing to use safety devices
- Falsifying of Organization records
- Fighting, immoral conduct, threats or intimidation
- Gambling on Organization time or premises
- Harassment of any type
- Horseplay and violating safety rules
- Insubordination
- Intimidating fellow employees or others
- Leaving your job without proper authorization
- Loafing or being away from your job unnecessarily
- Negligence or inferior work
- Performing personal work on Organization time
- Possessing a dangerous or deadly weapon on Organization time or premises
- Possessing, selling, using or being under the influence of drugs or alcoholic beverages on Organization time or premises
- Refusing or failing to do a job assignment
- Removing Organization equipment from the premises for personal use
- Reporting a false reason for absence
- Sexual or other unlawful harassment
- Sleeping on organization property, even when off duty
- Theft or dishonesty
- Making or publishing of false, vicious or malicious statements concerning an employee or client's employee, the Organization or its products
- Unauthorized carrying of passengers in Organization vehicles
- Unauthorized use of Organization property, records, tools, or equipment
- Violating safety rules

- Working another job while absent

Other Offenses

- Careless workmanship
- Deliberately distracting the attention of others
- Disregarding common safety practices
- Excessive time at rest periods
- Failing to attend scheduled meetings
- Failing to complete reports promptly and accurately
- Failing to follow instructions
- Failing to maintain acceptable standards of personal hygiene
- Improper language
- Leaving job before quitting time
- Posting written printed matter in any form on Organization premises without Supervisor's approval
- Smoking
- Unauthorized solicitations or distributions
- Unsafe driving when entering or leaving Organization property

Disciplinary Tools

Following is an example of a typical disciplinary tools utilized by the organization; the organization retains the right to discipline as needed based on individual situations and the severity of the issue. This policy is not intended to conflict with the Organization's at-will employment relationship with all its employees. All employees of the Organization are and will continue to be at-will employees. Either the employee or the Organization may terminate employment at any time, with or without cause, and with or without prior notice.

Verbal Re-orientation: To discuss the specific work-related problem and remind the associate about the policy concerning the issue - a Verbal Re-orientation may be documented in some way.

Written Reminder: When an associate breaks a policy for a second time or a more serious situation needs to be addressed, formal documentation will be produced to reinforce the policy and how important it is to follow the policies and procedures in order to be successful.

Final Written Reminder: For the most serious situations that do not warrant immediate separation, or if the situation has been addressed previously, a letter is sent to remind the employee of the policy again and that any further violations will result in termination.

Termination: At this point, the employee has terminated his/her own employment by violating the policy again or they have committed a policy violation so severe that immediate separation is warranted.

Performance Evaluations

Your job performance will be evaluated annually. Informal performance feedback will be expressed on an on-going basis. Advisors should meet on a quarterly basis to conduct goal setting and goal-setting follow up reviews.

At these performance review sessions, we accomplish two things:

1. **Review:** We want to review all of your tasks and behaviors so that we can provide feedback on how you are handling them. We will discuss your performance and efficiency. Naturally, we will make suggestions for improvement on those areas you are having difficulty with and compliment you on those you are doing well.
2. **Listen:** We want to listen to you. Each session is planned so that we can talk about your job. Many times the finest suggestions for improvement come from you. Together we can redirect our efforts in order to do better.

Factors to be considered in the evaluation include, without limitation:

- Knowledge of the job
- Quantity and quality of work
- Promptness in completing assignments
- Cooperation
- Initiative
- Reliability
- Attendance
- Judgment
- Acceptance of responsibility

At the time of the discussion with the Supervisor, the employee shall be given the opportunity to examine the written evaluation, correct inaccuracies, and make written comments concerning any aspects of the evaluation. The written evaluation shall then be made part of the employee's personnel file.

Promotions & Transfers

Promotions to jobs of greater responsibility in the Organization go to persons who have best prepared themselves for advancement by hard work, study, ability, and initiative. It is our policy to fill job openings by promotion whenever possible, as determined in the sole discretion of the Organization. Skills, job performance, experience, ability to perform the job, and cooperation are only a few of several factors to be considered in the selection process.

At times the Organization may transfer employees from one job to another, either at their own request or as a result of a decision by management. These transfers may be temporary or permanent. Such transfers allow for the more efficient utilization of personnel throughout the Organization.

Reductions in Workforce and Recall

It is the Organization's goal to maintain full employment for everyone to the greatest extent possible. In the event that a reduction in workforce is necessary at the Organization, the Organization shall determine which employees will be affected based upon a number of factors, including need, department, qualifications, behaviors, productivity, and general performance. Should a re-hire be possible, the re-hire of previous employees shall be decided using the same factors. The exact method or manner of this reduction and subsequent re-hire will be left to the sole discretion of the Organization. No vacation, holidays, or other paid time off will be earned by terminated employees following a reduction in workforce.

Documents and Records

It is policy of the Organization to comply with the law and to maintain accurate records of organization business.

Employees shall not alter, destroy, conceal or falsify any record or document, including those in hard copy, electronic form, or video and audio files. All records will be preserved in the normal course of business. If you have any questions about whether and where a document should be retained, including electronic records, you should discuss it with your supervisor. In the event the Organization is under an investigation by a government agency or such an investigation or litigation is anticipated, all documents directly or indirectly related must be preserved.

Reporting Unethical or Illegal Conduct

Maintaining ethical and legal standards is the responsibility and obligation of every employee. If any practice, act, or conduct seems unethical or improper, or if you have questions regarding the best course of action, you may contact any of the following:

- your direct supervisor
- Business Supervisor
- Assistant Superintendent
- Superintendent
- Axios Human Resources

For concerns that relate to the Organization's accounting, internal accounting controls, auditing matters, or any related concerns, you may contact a member of the board of directors in addition to, or instead of, any of the above persons.

Conflict of Interest

The Organization's business affairs are to be conducted with honesty, integrity and the highest order of business ethics. In all cases, employees are expected to act legally and ethically and in the best interest of the Organization. Employees must refrain from taking part in, or exerting influence on, any transaction, investment or business, or having any other employment, in which their own interests may conflict with the best interests of the Organization.

Employees are prohibited from owning any interest in, working for, or accepting compensation in any form from any of our customers, competitors or suppliers except as specifically authorized in writing by an officer of the Organization. All employees are required to disclose in writing to the President of the Organization any proprietary or financial interest they may have in any organization with which the Organization does business or with which it is in competition so that a determination can be made as to whether a conflict of interest exists.

Nothing in this Handbook is intended to restrict investment or require disclosure of any investment by any employee in a stock or other security of any corporation listed on a national securities exchange or regularly traded by national securities dealers, provided that such investment does not exceed one percent of the market value of the outstanding securities of such corporation.

Confidentiality Statement

In the performance of duties, the employee may have access to corporate financial, personal, or other confidential data. This information is the property of the Organization and is to be used solely for organization purposes. This information should not be discussed with, or distributed to anyone outside the Organization or anyone within the organization who does not need to know this information to perform their duties.

Outside Employment

If you are considering a second job, please discuss it with us before you accept the position. We do care about you and are concerned that holding two jobs may be more than you can handle. Activities away from the office must not adversely affect the employee's job performance or compromise the Organization's interest and will not be considered an excuse for poor job performance, absenteeism, tardiness, or refusal to work different hours or overtime.

Resignation

If, at some future time, you should decide to leave the Organization, we ask that you provide your Supervisor with at least thirty (30) days' advance notice in order to permit the Organization to hire and train a replacement for you.

All Organization property must be returned and all debts settled with the Organization on or before the last day of employment.

Upon termination of employment, an "exit" interview will be conducted by your Supervisor. This provides an opportunity for you to discuss the work situation, ask questions regarding your departure and offer suggestions for improvement in the work place.

Personnel Records

Organization maintains a confidential personnel file on each member of the staff. Where applicable, employee medical records are also kept confidential and separate from personnel file documents. Personnel files are the property of the Organization and access to the information they contain is restricted. Generally, access to an employee's personnel file is only allowed on a "need to know" information basis and is limited to: the employee, management and human resources. It is important that personnel files contain up-to-date information regarding each employee. Employees should inform the personnel office immediately whenever there are changes in their personal data. In the event that you wish to change your status on any of your benefit plans, it is necessary that you contact the Human Resources Department in writing within 30 days of the change.

The Organization is committed to protecting the privacy of its current and former employees. Employees who receive calls or written requests about current or former employees should refer such requests to the Human Resources Department. No employee may release information about a current or former employee without specific authorization by the employee and the Human Resource Department. All employees are prohibited from making a recommendation for or commenting on, either verbally or in writing, any current or former employee without specific authorization by the Human Resources Department.

Employment References & Data

Employment references should be directed to your Human Resource Department whether they are verbal or in writing. Only factual information contained within your file (see above) may be shared without an additional release signed by the employee (or former employee)

Employees that require outside parties to obtain employment data (creditors, adoption agencies, etc.) from the organization should complete a release supplied by the party requesting the information and forward said release to the Human Resource Department to be reviewed and fulfilled.

Social Security Number Privacy

The Organization keeps all records containing employee social security numbers confidential. These records are maintained in employee personnel files, which are kept in a locked filing cabinet. Limited access to personnel files is described above. The Organization prohibits the unlawful disclosure and/or use of employee social security numbers. Personnel file documents containing employee social security numbers are retained throughout employment and for a period of six years following the end of employment. Following the retention period, documents containing social security numbers will be shredded and disposed of. Any employee that violates this policy will be subject to disciplinary action, up to and including termination.

Exit Interviews

The exit interview process provides an opportunity for employees, upon separation from employment, to provide feedback on their employment experience. You may request an exit interview form from your supervisor or from Human Resources that can be completed and returned to Human Resources. This will give you the opportunity to share information regarding your employment experience. The Organization requests that you give two weeks written notice upon resignation of employment.

Employment of Relatives

The Organization will consider hiring relatives, providing that qualifications and skills are appropriate for the position. However, relatives will not be put in a position where either would have any supervisory or leadership responsibilities over the other. Should reporting relationships

occur during any type of position responsibility shift, promotion, transfer, or reorganization, one of the relatives will be required to resign, or transfer. If a position is not available, termination will be necessary. Relatives are defined as immediate family members and do include in-laws and/or step-relationships, cousins, etc.

Leaves of Absence

Medical Leave of Absence

To the extent permitted by law, all the Organization employee leaves of absence, including workers' compensation leaves of absence, FMLA leaves or a leave required by applicable state law, shall be coordinated, and the time allowed under the Medical Leave Policy, the Family and Medical Leave Policy, or applicable state law, shall run concurrently as permitted by law. The employee is entitled to any greater rights set forth in the more specific provisions in the policies below or under applicable state law if all eligibility requirements and obligations are met.

Family and Medical Leave Act

Summary of FMLA

The Organization will grant eligible employees up to twelve (12) weeks of unpaid leave during any rolling twelve (12) month period measuring backward from the first day of the employee's FMLA leave for the following reasons: (1) because of the birth of and to care for the employee's newborn child; (2) because a child is placed with the employee for adoption or foster care; (3) to care for the employee's spouse, child or parent with a serious health condition; or (4) because of an employee's own serious health condition that prevents performance of his or her functions. A serious health condition may include a condition that requires inpatient care at a hospital, hospice, or residential medical care facility, a condition that results in a period of incapacity of more than three consecutive calendar days that also involves treatment two or more times by a health care provider or, treatment by a health care provider at least once with an ongoing regimen of treatment, pregnancy or prenatal care, chronic conditions that cause incapacity or require treatment, or a long-term health condition which, if left untreated, would result in a period of incapacity of more than three days, or any other qualifying condition. Questions about whether a condition is covered should be directed to Human Resources.

Leave taken under the FMLA and /or under any the Organization policy, including but not limited to workers' compensation leave and disability leave, or under applicable state law, shall be coordinated and, to the extent permitted by law, the periods of leave permitted by the FMLA, any the Organization policy, or applicable state law shall run concurrently.

Eligible Employees

To be eligible for an FMLA leave, an employee must have been employed by the Organization for at least twelve (12) months, whether or not consecutive. An employee must also have had at least 1250 hours of service during the twelve (12) month period before the requested leave and must be employed at a work site within 75 miles of which 50 or more employees are employed by the Organization

Notice and Documentation Requirements

When possible, the employee must give thirty (30) days advance notice of the need for leave. If not possible, the employee must give as much notice as is practical. In addition, when the requested leave is for planned medical treatment for the employee or a spouse, son, daughter, or parent of the employee, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Organization

If the reason for the leave is to care for an employee's spouse, child or parent with a serious health condition, or for the employee's own serious health condition, the employee must have a health care provider complete the Organization Medical Certification Form and return it to the Organization Human Resources Department within 15 calendar days or the request for leave may be denied or delayed.

The Organization reserves the right to request re-certification from the physician in certain cases or to request certification by another physician specified by the Organization at the Organization expense. In the case of a conflict between two physicians, the Organization, at its own expense, may obtain a third certification by a physician approved jointly by the Organization and the employee. The third physician's opinion will be binding on both the Organization and the employee.

If the absence exceeds ten (10) work days, before an employee may return to work from a medical leave occasioned by the employee's serious health condition, the employee is required to provide a certification from his or her doctor that the employee is able to resume work, with or without accommodations.

Any additional documentation or requirements required by any other applicable the Organization policy are still effective for periods in which the employee is seeking paid leave or leave which extends beyond the FMLA period pursuant to that policy.

Failure of an employee to provide the requested certification may result in denial of the leave and /or denial of any pay pursuant to any the Organization policy for which the employee might otherwise be eligible during the FMLA leave.

Use of Paid Time

Employees must use paid time to which they are entitled during FMLA leave a follows: (1) during a FMLA leave for an employee's own serious health condition, the employee must use all paid time for which he/she is eligible under the Organization short-term disability benefits policy or workers' compensation. The employee must use accrued but unused paid vacation and sick/personal days during FMLA leave for this purpose; (2) for all other FMLA leave, the employee must use any unused paid vacation and sick/personal days, which time will be credited against the employee's FMLA leave period.

If, for any period of leave, an employee receives insured and/or uninsured benefits that exceed 100% of his/her pre-leave wages the employees agrees to reimburse the Organization the excess amount.

Intermittent or Reduced Schedule Leave

If the reason for a requested leave is due to the serious health condition of the employee or a spouse, child, or parent, the employee may be entitled to leave on an intermittent or reduced schedule basis. Such leaves are permitted only where medical necessity is established by written documentation subject to verification, and the employee makes every reasonable effort to schedule the treatment so as not to disrupt the business operation of the branch or department. The Organization may temporarily transfer an employee who requests intermittent leave or leave on a reduced schedule to an available alternative position with equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

Spouses Working for the Same Employer

There may be a few situations in which both spouses work for the Organization. If each spouse seeks unpaid leave to care for his/her own sick parent, because of the birth of and to care for a child, or because of the placement of a child for adoption or foster care, their combined allowed leave is twelve (12) weeks during any consecutive twelve (12) month period. However, if each spouse requests an unpaid leave because of the serious health condition of a child or the other spouse, then each spouse is entitled to the full twelve (12) weeks of leave. In the instance of FMLA leave to care for an ill spouse who works for the Organization the leave would be unpaid for the "caring" spouse (except for use of paid vacation or personal time.) The spouse who is ill may receive pay in accordance with any disability policy or plan sponsored by the Organization.

Benefits

During FMLA leave, employee group health plan coverage will be maintained at the level and under conditions coverage would have been provided in the absence of the leave for up to twelve (12) weeks during any rolling twelve (12) month period measured backward from the first day of the leave, subject to any changes to such plans that may become effective during the period of leave.

If an employee does not return to work or if the employee is eligible for additional leave under the Organization policy, he/she may be eligible to participate in the group health plan coverage at the employee's expense under COBRA. The Organization will not continue the coverage at its expense beyond the FMLA period provided by law, except as otherwise stated in the Organization Medical Leave Policy.

Whether an employee is eligible to continue to participate in other the Organization benefits plans while on an FMLA leave of absence shall be determined by the terms of the applicable plan.

Restoration to Position

Upon return from an approved FMLA leave, the employee will be restored to his or her former position or an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. Key employees may be denied restoration if the Organization determines that restoration to employment will cause substantial and grievous economic injury to its operation. No employee returning from a FMLA leave will lose any employment benefit that the employee earned or was entitled to before going on such leave.

Employees are prohibited from performing work for other business entities or engaging in self-employment during a leave of absence, unless written authorization from the President is obtained by the employee. Violation of this provision may result in termination of employment.

Notwithstanding the foregoing, an employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously and actively employed during the FMLA leave period. See, Department of Labor regulation 825.312(d)

State Parental, or Family and Medical Leave Act Policy

The Organization will observe any applicable state law requiring a leave of absence. To the extent permitted by law, leave under any such state law shall run concurrently with leave time permitted under the FMLA or under the Organization Medical Leave policy. The employee is entitled to any greater rights as set forth in the more specific provisions or under applicable state law if all eligibility requirements and obligations are met.

Service Member Family And Medical Leave

The Family and Medical Leave Act (FMLA) also entitles eligible employees to take leave for a covered family member's service in the Armed Forces ("Service Member FMLA"). This policy supplements our FMLA policy and provides general notice of employee rights to such leave. Except as mentioned below, an employee's rights and obligations to Service Member FMLA Leave are governed by our existing FMLA policy.

Leave Entitlement

Service member FMLA provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:

- A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or
- To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

Duration of Service Member FMLA

- When Leave Is Due To A "Qualifying Exigency": An eligible employee may take up to 12 workweeks of leave during any 12-month period.
- When Leave Is To Care for an Injured or Ill service member: An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.
- Service member FMLA runs concurrent with other leave entitlements provided under federal, state, and local law.

Leave under State Military Leave Laws

A growing number of states provide leave for family members of service members. The entitlements for such leave differ from state to state. Our policy is to comply with such laws in any circumstances where they apply to employees of our Company.

Work Sabbatical

If an opportunity arises for a member of the instructional, advisory, or administrative/management staff to undertake a special project or educational experience outside of the organization for a period of one year or less, the employee may request a work sabbatical. Applicants must have been employed full-time by the organization for at least two years and must meet the following criteria:

- The employee's work performance is superior
- The employer deems that there are acceptable resources and adequate coverage available during the employee's absence.
- The employee provides a detailed description and documentation of opportunity.
- The employee understands and accepts that this is a leave without pay.
- The employee has not taken an unpaid leave of absence in the prior two years.

No more than one employee per calendar year may be granted a work sabbatical. Clerical and support staff are not eligible for this program.

If the supervisor and the employee agree to all of the above conditions, then the following items should be discussed and the Work Sabbatical Leave Form completed and signed:

- The employee can opt to continue his/her selected benefits for the agreed-upon time period if he/she pays the entire premium to the organization. The organization will make the payments to the various insurance carriers on the employee's behalf. If the employee elects to continue his/her benefits, the organization will notify each carrier in writing of the employee's leave of absence.
- If electing to continue his or her benefits, the employee must submit a check representing the full monthly payment, made payable to Axios Incorporated, no later than the fifteenth of the preceding month. Failure to submit payment will cause the employee's benefits to end immediately.
- Employees who opt to discontinue their benefits must understand that, upon their return to work, they will be treated as new employees and any waiting period and/or exclusion of pre-existing conditions may apply.
- Once the time period for a work sabbatical is agreed upon in writing, it cannot be extended without a written request for extension and approval by management. If it is

shortened, prior notice to the supervisor also is required. The total leave taken may not exceed one year.

- The employee and supervisor agree and understand that the position will remain open and available when the employee returns. Should the employee fail to return to work at the end of the agreed period of time, the position will be filled permanently via other means.

NOTE: This leave is not intended to be an extension of FMLA, STD/LTD and/or any other current benefit provided by the organization. This policy does not constitute a guarantee of continued employment. Rather, employment with the organization is on an "at will" basis.

Military Leave

In an effort to encourage and assist employees in the performance of their military obligations, employees who are ordered to perform inactive duty for training, active duty for training, or extended active duty with the Armed Forces of the United States shall be granted a military leave of absence. Upon completion of this leave the employee shall be entitled to receive re-employment rights and other benefits as required by law.

Bereavement

In the event of a death in your immediate family, you will be allowed up to three (3) normally scheduled consecutive working days off with pay immediately following the death to arrange for and/or attend the funeral. "Immediate family" is defined as current spouse, and your or your current spouse's mother, father, sister, brother, child, grandparents, great-grandparents and grandchildren.

One day is allowable in the case of death of "other family." "Other family" is defined as an aunt or uncle; aunt- or uncle-in-law; niece or nephew. Special consideration will also be given to any other person whose association with the employees was similar to any of the above relationships.

In the case of employee death, employees may attend the funeral without loss of pay with school leader's approval. You will be paid your regular daily rate, and satisfactory evidence may be required to support the leave. This benefit applies to full-time employees who have completed the orientation period.

Jury & Witness Duty

An excused absence will be granted to all employees who are summoned for jury duty or to serve on a jury for the period of service. To obtain approval of the absence, it is necessary for you to submit a copy of the notification or summons to your supervisor immediately upon receipt of the document. The Organization will pay full time employees their regular salary or wages (excluding overtime) provided that you turn your jury fee over to the Human Resource Department. You may keep compensation for mileage and other travel expenses.

If the jury duty assignment only requires less than three (3) hours of the work day, it is expected that the employee will return to complete the balance of the normal, regular work day and also to report for work on any regular scheduled working day when the court is not in session.

A jury report must be filed within 10 days of jury duty completion. Jury duty is to be reported as time off for jury duty on employee time sheets or exception reports.

An employee in Michigan who is a victim of crime and is subpoenaed or requested to attend court for the purpose of giving testimony or an employee who is a victim representative and desires to attend court during a victim's testimony will be granted an unpaid excused absence.

Compensation

Total Compensation

The Organization provides a competitive wage and benefit program. The compensation program is designed to reward conscientious, productive employees and make their association with the Organization a satisfying and rewarding experience.

Your total compensation consists of a combination of your direct and indirect pay. Your direct pay is the money you receive in your paycheck. Your indirect pay is "Employee Benefits," such as insurance benefits, which provide various forms of protection for you and your family. These benefits are largely provided for you at the Organization expense. Although these benefits are not paid in the same form as the money in your paycheck, they represent an important part of your total compensation.

Wages

It is the policy of the Organization to pay wages and salaries which are based upon the nature of the job performed. Wage increases, if any, are given at the sole discretion of the Organization and are intended to reward above-average job performance. You can increase your salary through individual effort and performance which includes such factors as attendance and dependability, behaviors on the job, the progress exhibited in learning the job as well as the quality and quantity of work.

Wage and salary increases are based on merit alone, not length-of-service or the cost-of-living. Having your compensation reviewed does not necessarily mean that you will be given an increase.

Time Keeping

Non-exempt (hourly) employees must keep track of hours worked by the use of a time sheet. You are required to keep a time sheet showing your starting time, lunch period and other unpaid breaks, and quitting time for each workday - actual times must be utilized. You should fill in your time sheet every day. At the end of each pay period you should sign the time sheet and return it to your supervisor.

No one may record hours worked on another Team Member's time card. Tampering with another Team Member's time card is cause for disciplinary action, including possible dismissal, of both Team Members. Do not alter another Team Member's record, or influence anyone else to alter your record for you. In the event of an error in recording your time, please report the matter to your supervisor immediately.

You should not punch in or out more than 7 minutes before or after your shift without your supervisor's permission.

Work Hours

The normal work week for full-time employees consists of 32+ hours worked over five days. Under no circumstances are employees to work alone at University Preparatory Academy without prior written approval from management.

Overtime

Overtime compensation will be paid to all nonexempt employees who work in excess of forty (40) hours during the normal workweek. This overtime compensation shall be at one-and-one-half times the employee's established hourly rate.

Hours paid that are not actually worked, for example, holidays, vacation, etc., do not count as hours worked for overtime purposes. It is the Organization policy to avoid overtime whenever possible. Therefore, hours in excess of one's regularly scheduled workday may not be worked without the prior approval of the employee's Supervisor.

Payday and Paychecks

Employees will be paid every two weeks with Friday being payday. The work week begins on Saturday and ends the following Friday. On each payday employees will receive a statement showing gross pay, deductions, and net pay. City, state, federal, and Social Security (FICA) and other required taxes or withholdings will be deducted automatically.

For your convenience, the Organization offers the opportunity for your paycheck to be automatically deposited into your bank account. See the HR Consultant for details.

Report lost paychecks immediately to the Organization. It will take several days to stop payment and secure a duplicate check. Checks are to be cashed as soon as possible after receipt. Wage changes, as well as changes in deductions, are effective at the beginning of a payroll period. Keep your paycheck stubs. They are a record of earnings and hours worked, as well as payroll deductions, withholdings and taxes.

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, contact human resources or the payroll department immediately. They will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly.

The organization will not cash your paychecks

Garnishments

The Organization is required to comply with all writs of garnishments it receives. Deductions will be taken from your paycheck if we receive a writ of garnishment requiring us to withhold and pay a portion of your wages to a court. Information about the garnishment will be held in confidence. If you have questions regarding a garnishment, please contact the Axios Payroll Department.

Benefits

Insurance Coverage

The Organization attempts to provide you with as many benefits as possible to make your employment here more pleasant and more rewarding. These benefits may be employer paid, employee paid, or we may share in the cost. Currently, the following insurance coverage is available:

1. Health Insurance (100% organization paid)
2. Dental Insurance (100% organization paid)
3. Vision Insurance (100% organization paid)
4. Life Insurance (100% organization paid)
5. Long Term Disability Insurance (100% organization paid)
6. 401(k) Retirement Savings
7. Flexible Spending program

You must be a full-time employee who has received a signed contract to be eligible for these benefits.

In its sole discretion, the Organization reserves the right to alter, amend or delete any of these insurance benefits or other benefits described in the Handbook. Please see our current "Benefits Summary" for the most up to date offering.

Applicable Plan documents explain the benefits and eligibility requirements in further detail and at all times govern an employee's rights and obligations.

Flexible Spending

All executive and internal staff employees are eligible to set-up a Flexible Spending Account through the Organization Professional Employer Division. The plan year begins January 1 and ends December 31st. The Flexible Spending Account operates like a pre-tax checking account that can be applied toward specific dependent care expenses as well as some un-reimbursed medical expenses that are not covered by health, dental or vision insurance. In addition, your premium contributions to the Organization health plan will be deducted from your paycheck on a pre-tax basis. Please see the Benefits Administrator for details.

Holiday Pay

The following days are paid holidays for regular full-time employees who have completed their Training and Orientation period. They will be paid in accordance with their regularly scheduled hours.

New Year's Day
Independence Day
Christmas Day

Martin Luther King, Jr. Day
Labor Day

Memorial Day
Thanksgiving Holiday

- Part-time employees and employees on leaves of absence, suspension or layoff are not eligible to receive holiday pay. However, part-time employees are eligible to make up those hours lost at another time as approved by their Supervisor.
- Holiday pay will not be paid if an employee has an unexcused absence the scheduled day before or after the observed holiday.
- Holiday pay is paid at straight time and is not included in the overtime calculation.
- If the holiday falls on a day when you are on an approved vacation, then this day will be paid as a holiday and not a vacation day.
- If the holiday falls on Saturday or Sunday, the organization reserves the right to schedule another day or, in the alternative, to pay you're an extra days pay at the regular rate.

The organization permits absences from work for employees to participate in religious observances. These absences must be arranged with the employee's supervisor or Assistant Superintendent who is encouraged to accommodate the employee's request to the extent that it is practicable in the unit. Employees are responsible for giving supervisors at least a thirty (30) day notice of the proposed absence.

Employees may request this time as either paid vacation or time off without pay or have the option to make up equivalent time by arrangement with their supervisor.

Reasonable accommodations to bona fide religious observances and practices should be made in accordance with work scheduling.

Vacation

The Organization recognizes the value of rest and relaxation and encourages employees to use all vested vacation benefits. The organization's vacation calendar starts July 1st and ends June 30th. Employees who have successfully completed their orientation period shall be granted annual vacation with pay based on years of service in accordance with the following guidelines.

Regular full-time employees other than Advisors and other Instructional Staff shall receive five and one-half (5½) weeks of paid vacation time:

- The three and one half (3½) weeks when school is closed during the traditional school year: the two (2) weeks for Christmas and New Year, the two (2) days for winter semester break, and Easter week break. Alternatives to this schedule must be approved in writing by your supervisor.
- Two (2) weeks during the summer for the administrative staff. This time may be shifted based on district/employee needs with Superintendent approval.
- Part-time, and orientation employees shall not receive any vacation benefits.
- Vacation pay shall consist of the employee's regular rate of pay at the time of the vacation and must be taken in ½ day (4 hour) increments.
- You must submit vacation plans to your Superintendent or their designee, in writing at least thirty (30) days prior to the requested vacation. Should circumstances compel a change of vacation plans reasonable notice must be given. Generally, no more than one person from each department or branch will be permitted to take vacation at the same time. In the event of conflicting vacation plans, priority shall be based upon the order which notice is received by the organization.
- The organization shall have the right to designate the maximum or minimum length and time of any vacation period. Vacations must be taken in increments of one day unless specially authorized by your Supervisor, and you may not take more than 10 days of vacation at any one time.
- We believe that it is important to your health and well-being that you have time for rest and relaxation each year. Therefore, it is the policy of the organization that vacation days are not cumulative from year to year and must be taken in the year for which they have become vested, unless previously agreed upon by management. As a result, you will not be paid for unused vacation remaining at the end of the year unless necessitated by work requirements and approved by your Supervisor. An employee may not receive vacation pay in lieu of time off.
- An employee will not accrue vacation time while on layoff or leave of absence. Your earned vacation hours will be adjusted based on your actual time worked should you be on a leave of absence for an extended period of time.
- If a paid holiday falls within an employee's vacation period, an additional day of vacation will be granted.
- Employees will not be paid for unused accrued vacation time at the time of termination or resignation of employment.

Sick Leave

When illness strikes, we want you to know that the organization has anticipated your needs and prepared a policy which attempts to protect your wages, even though we can do very little to protect you from common illness.

If you are a full time employee and have successfully completed your orientation period, you shall be eligible for sick leave benefits in the event you are unable to perform your duties because of personal illness or injury which is not work related. You will be paid your regular straight time pay in accordance with the following schedule:

1. The sick pay schedule will begin each July 1 and end on June 30 for Administrative Staff. The sick pay schedule will begin each August 1 and end on July 31 for Advisors.
2. Qualifying employees shall be entitled to ten (10) paid sick leave. If your hire date is mid year or otherwise, your entitlement to sick days shall be pro-rated for the first calendar year.
3. Sick leave benefits will be paid at your regular rate of pay and must be used in ½ day (4 hour) increments.
4. Sick leave is accumulative from year to year up to a cap of ninety (90) days.
5. All sick leave benefits will be forfeited if the employee resigns or is discharged.
6. In order to be eligible for sick leave benefits, you must notify your Principal or Immediate Supervisor of your illness one-half (1/2) hour prior to the start of each workday you will miss. Sick leave may not be used for vacation purposes. A doctor's slip may be required prior to the payment of sick leave benefits for five (5) days or more.
7. Upon returning to work from a sick leave absence, an employee may be required to provide a physician's verification that he or she may safely return to work. The organization may require verification of illness through a health care provider of its own choosing and at the organizations expense.
8. Upon returning to work from a sick leave absence where a physician's note is not required, the staff is required to submit the sick leave form to their Principal or Immediate Supervisor within three (3) days of returning back to work. If this time frame isn't met, the sick leave absence may not be paid.
9. Paid sick leave may be used in minimum increments of one-half day. Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household.

Please note that the organization does not provide for Short-Term Disability other than through this policy. Sick or other paid time off must be utilized under these circumstances until Long-Term Disability is available per the plan documents.

Personal Time Off

The organization provides for additional time off outside of the standard vacation schedule.

Advisors and Administrative staff will be given two (2) paid personal days off during the school year. The Personal Time off schedule will begin each July 1 and end on June 30 for Administrative Staff. The Personal Time schedule will begin each August 1 and end on July 31 for Advisors.

Upon your return from a Personal Day off, you must submit the time off form to your Principal or Immediate Supervisor within three (3) days of returning to work. If your time off slip isn't turned in

within the three day time frame, you will not be paid for the time off. Personal time will be paid at a minimum of ½ day (4 hour) increments.

Personal time is not carried over from year to year if the time is not used within the contract year.

401K Plan

Eligible employees will be able to participate in the organizations 401K Plan. The plan will allow participating employees to put away dollars pre-taxed for retirement. Please see Benefits Administrator at Axios for eligibility requirement and details.

Government Required Coverage

Worker's Compensation

The Michigan Worker's Compensation Law is a no-fault insurance plan which is supervised by the state and one hundred percent (100%) paid for by the organization. This law was designed to provide you with benefits for any injury which you may suffer in connection with your employment. Under the provisions of the law, if you are injured while at work, you are eligible to apply for Worker's Compensation. The organization aggressively manages claims and provides for light duty work to help employees return to productive work as soon as is possible.

Unemployment Compensation

The organization pays a percentage of its payroll to the Unemployment Compensation Fund according to the organization's employment history. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time. Unemployment compensation provides temporary income for workers who have lost their jobs. To be eligible you must have earned a certain amount and be willing and able to work. The organization aggressively manages claims to help employees return to productive work as soon as is possible.

Social Security

The United States Government operates a system of contributory insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer we are required to deduct this amount from each paycheck you receive. In addition, the organization matches your contributions dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

Employee Safety, Security & Health

Employee Safety

The Organization will provide a safe and healthy work environment for all employees. Employees are expected to comply with all safety requirements whether established by management or by federal, state, or local law. Any safety violation or any accidents resulting in injuries to employees should be reported immediately to management. Safety equipment must be used at all times. Employees are responsible to:

- Know and follow all safety rules established for your site, department and job task.
- Promptly report any unsafe acts or conditions to your supervisor or organization.
- Work in such a way that ensures our safety as well as the safety of co-workers.
- Help fellow employees with safety requirements.
- Request help when unsure of how to perform a task safely.
- Use and maintain all safety devices and guards as provided.
- Properly use and maintain all tools under our control.
- Maintain physical and mental health conducive to working safely.
- Perform work in ways that will not imperil others.
- Do not leave unsafe conditions on any jobsite.
- Abide by the safety rules of each owner on their sites.
- Work in strict compliance with OSHA standards.

Accidents and Injuries

All accidents, whether or not resulting in personal injury, that you are involved in that arise out of or during the course of your employment, involving Organization vehicles or equipment, customer property, or people, no matter how trivial, must be reported immediately to your Supervisor or Assistant Superintendent with as much information as possible.

If necessary, in instances of personal injury, your Supervisor will see that medical attention is administered. Your Supervisor should also be notified if you become sick while at work and you will be given necessary assistance in these situations.

Any injuries you sustain in recreational activities on Organization or client property, regardless of when such activities are conducted, are your sole responsibility. The Organization assumes no responsibility for any such injuries.

Housekeeping

All employees are expected to maintain their work area in a neat and orderly manner. Desktops should be cleaned off each evening, and excess clutter stored in drawers, etc.

Coffee and soft drinks are permitted at your desk. Empty cups, cans, etc., should be cleaned and removed each evening, and all food and eating confined to food areas provided at each facility.

In our business, good housekeeping is the daily responsibility of each employee. Without a well-kept office, workflow is inhibited and our public image suffers significantly. Please keep your desk and surrounding work area neat, clean, organized, and free of articles that clutter your area.

Good housekeeping reflects business professionalism, and your cooperation in such efforts is expected.

Substance Abuse Policy

The organization recognizes that alcohol and drug abuse in the work place have become major concerns. We believe by reducing drug and alcohol abuse we will improve the safety, health and productivity of team members.

The use, possession, sales, transfer, delivery, purchase or being under the influence of alcoholic beverages, illegal drugs or other intoxicants by team members at any time on organization premises or while on organization business is prohibited. The illegal use of any drug, narcotic or controlled substance is prohibited. Team members must not report for duty or be on organization property while under the influence of, or have in their possession any alcoholic beverage, marijuana or illegally obtained drug, narcotic or other illegal substance.

The Organization reserves the right to send a team member in for drug testing or alcohol testing at any time if the team member is suspected of drug use. Conditional new hires will be required to have a drug test within the first five days of employment. In addition, the Organization reserves the right to do universal drug testing at random and reserves the right to terminate any team member found with a positive drug test. If an accident or safety incident occurs during work, the team member will be required to take a drug test and alcohol test.

Confirmation of any use as listed above is not tolerated and will result in immediate discharge.

An employee who is taking drugs prescribed by a licensed physician who may diminish his/her ability to work safely must inform a member of management at the Organization prior to beginning work. For safety reasons, such an employee may be required to perform duties other than those scheduled to be assigned or take a leave of absence rather than be permitted to work under the influence of prescribed medication.

Also, pursuant to the Drug Free Workplace Act of 1988, you must notify the Organization of any criminal drug statute conviction for a violation occurring in the course of employment. This notification must be given within five (5) days after such conviction.

All employees must abide by the terms of this Substance Abuse Policy if they are to remain employees of the Organization. **FOR EVERYONE'S HEALTH AND SAFETY, PLEASE HELP US MAINTAIN A DRUG AND ALCOHOL-FREE WORK ENVIRONMENT.**

Material Safety Data Sheets

Material Safety Data Sheets (MSDS) are located at the main office and may be looked at as requested.

Organization Security

The Organization will assist its employees in safeguarding their personal property while at work. However, the Organization cannot assume responsibility for the personal belongings of its personnel.

All employees and their possessions will be subject to search, surveillance, and interrogation whenever the Organization feels such action must be taken to maintain security or protect its property. These activities will be conducted only when deemed reasonably necessary by the Organization and will be handled in as discreet a manner as possible to avoid personal embarrassment.

Workplace Violence Prevention

The Organization is committed to offering employees an environment free from violence. Therefore, we enforce a clear policy of zero-tolerance for all forms of violence in our workplace including, but not limited to: physical assault, verbal or nonverbal threats or intimidation, possession of any type of

weapon (concealed or otherwise), destruction or defacing of Organization property, and the use of profanity or threatening abusive language, stalking or intimidation. The Organization will determine, in its discretion, whether an act is violent or not.

It is important that every employee understand that there is no such thing as an idle threat. The Organization will interpret any threatening statement or gesture as "intent to carry it out" and will not accept as a defense that an employee was "only joking or fooling around."

After investigation, anyone who is found to have engaged in an act of violence will be disciplined up to and including discharge. All violence allegations will be thoroughly investigated on a case-by-case basis as promptly as practical. The Organization will take the appropriate corrective action as warranted by such investigation. All violence complaints will be handled in as confidential a manner as possible, consistent with resolution of the problem.

Also, if an employee feels they are in danger of a violent act, they must inform management or Human Resources so that the Organization can take any necessary precautions.

Concealed Weapons Policy

The organization strictly prohibits possession of weapons of any type on all Organization and Client property (including leased properties), including guns, both concealed and visible, and without regard to the validity of any permits. Also included are knives, explosives or any other deadly object.

The organization reserves the right to search a person, vehicle, or other locations on Organization or Client property when there is cause for suspicion.

Violators are subject to termination of employment, criminal prosecution or any combination of sanctions.

Fire, Tornado & Emergency

Employees are required to comply with posted fire, tornado, and emergency policies.

Should evacuation of the building be necessary, employees shall follow instructions for evacuation procedures as established by the academy safety program. Employees are responsible for familiarizing themselves with all building exits and safe areas.

In addition, the school has emergency procedures in place should a lock down be necessary. Employees shall follow instructions for these procedures as established by the academy safety program. Employees are responsible for familiarizing themselves with these procedures.

Smoking

By state law, smoking will not be permitted on organization property.

Personal Electronics

Radios, tape decks, CD or MP3 players, etc. may be played during working hours but the volume should be kept so as not to disturb or distract other employees. Management reserves the right to restrict this use as necessary to ensure an appropriate work and/or learning environment.

Emergency Closings

At times, emergencies such as severe weather, power failures, etc., can disrupt the academy's operations. In extreme cases, these circumstances may require the academy to close. In the event that such an emergency occurs during non-working hours, employees will be notified by the academy's established emergency notification procedure.

School personnel are expected to report to school unless notified by the school leader that the day is a non-contract day. In that event, school staff will be credited the day and the day will be added to the school calendar or to professional development as needed at the conclusion of the school year.

Security Inspections

Desks, lockers, and other storage devices may be provided for your convenience but remains the sole property of the Organization. Accordingly, they as well as any articles found within them, can be inspected by any agent or representative of the Organization at any time, either with or without notice.

Additional Information

Licensing

Depending on the nature of the position, a teachers' certificate/license, chauffeur's or CDL license may be required. If the employee requires a specific license, the employee will be expected to abide by and follow all rules and regulations associated with that licensing.

Membership Dues

The Organization may provide reimbursement of your expenses for membership in professional organizations. You should discuss these needs with your supervisor prior to making a commitment of expenditures.

Meetings Outside Of the Office

Employees leaving the office for a period of time during the day, or for more than one day, must leave information where they can be reached. Employees should leave the name of the organization, phone number, and if possible, the name of the person with whom they will be meeting. Employees who plan to visit several organizations should try to give their team members a general timetable of their schedules with corresponding locations and telephone numbers where they can be reached. This is very important in cases of emergencies. This information is also needed if an employee will be out of the office for personal business.

Mileage Reimbursement

Employees are reimbursed at the current IRS rate for mileage when using personal vehicles for authorized organization business upon approval from management.

Parking

You must park in employee designated parking areas. Handicapped, visitor parking spaces & fire lanes must remain free for their intended use. Damage to employee vehicles (for any reason) is the responsibility of the employee.

Solicitations

In an effort to assure a productive and harmonious work environment, persons not employed by the organization may not solicit or distribute literature in the workplace at any time for any purpose.

The organization recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during work time. Work time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.

In addition, the posting of written solicitations on organization bulletin boards is restricted. If employees have a message of interest to the workplace, they may submit it to their supervisor for approval.

One Last Reminder

This Employee Handbook does not include all of the rules and regulations applicable to the Organization employees and is subject to interpretation and application within the sole discretion of the Organization based upon the facts of each particular case, including the right not to follow the Handbook where deemed appropriate by an officer of the Organization.

The Organization reserves the right to make any changes to this Employee Handbook including the right to modify or delete any rule, job assignment or requirement, policy or benefit.

This Employee Handbook is not a contract for a specific term of employment, guarantee of benefits, working conditions or privileges of employment, and does not alter the at-will employment relationship between the Organization and all employees as set forth above.

Quick Reference Guide

AXIOS

801 Broadway NW
Suite 200
Grand Rapids, MI 49504
616-949-2525
616-954-2824 (Fax)
(866) 808-9001 (Toll Free)
proemployerpayroll@axiosincorporated.com

Payroll

Compensation Questions

Talk with your Supervisor

Employment Verification;
W-2 Information; Paycheck Questions

616-949-2525
proemployerpayroll@axiosincorporated.com

Human Resources

John Sanford 616-949-2525
jsanford@axiosincorporated.com ext. 116
proemployerpayroll@axiosincorporated.com

Benefits

Blue Cross/Blue Shield

Customer Service
www.bcbsmi.com

Check back of card for
current phone number.

Vision Service Plan

Customer Service
www.vsp.com

1-800-877-7195

Guardian Dental

Customer Service
www.glic.com

1-800-541-7846

401(k)
How the plan works

John Sanford
jsanford@axiosincorporated.com

616-949-2525

Account Information
Change in Investment

www.jhpensions.com

Harassment
Questions

John Sanford 616-949-2525
jsanford@axiosincorporated.com
proemployerpayroll@axiosincorporated.com

Vice President of Operations
Axios inc.
Professional Employer Division

Ann Hayes
ahayes@axiosincorporated.com

616-949-2525

Notes:

EMPLOYEE ACKNOWLEDGMENT FORM

I acknowledge receipt of the University Preparatory Academy / Axios Incorporated Employee Handbook edition noted below.

The employee Handbook describes important information about the Organization, and I understand that I should consult the Assistant Superintendent or Human Resource Department regarding any questions not answered in the Handbook. In consideration of my employment with the Organization I agree to conform to the rules and policies of the Organization. I have entered into my employment relationship with the Organization voluntarily and acknowledge that there is no specified length of employment. **I UNDERSTAND THAT MY EMPLOYMENT WITH THE COMPANY IS AT-WILL WHICH MEANS THAT EITHER I OR THE COMPANY CAN TERMINATE THE RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE.** I understand that I can not rely upon any oral representations to the contrary and that only a separate written agreement which specifies the term of employment and which is signed by the President of the Organization shall modify my at-will employment status.

Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions to the Handbook may occur, except to the Organization policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this Handbook is neither a contract of employment nor a legal document. I have received the Handbook, and I understand that it is my responsibility to read and comply with the policies in this Handbook and any revisions made to it.

EMPLOYEE'S NAME (PRINTED): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

Axios Updated: February 2008
University Preparatory Academy Updated: August 2008

[I UNDERSTAND THAT A SIGNED COPY OF THIS ACKNOWLEDGEMENT WILL BE KEPT IN MY PERSONNEL FILE.]

SCHEDULE 9-4

FISCAL AGENT AGREEMENT

The Fiscal Agent Agreement is attached.

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Public School Academies of Detroit, an urban high school academy ("Academy").

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to urban high school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02. Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

ARTICLE III

STATE DUTIES

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2009, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the University Board to the Academy.

BY: Joseph L. Fieck
Joseph L. Fieck, Director
Bureau of Bond Finance
Michigan Department of Treasury

Date: Jan. 3, 2008

LAN01M48342.1
ID:LCW

SCHEDULE 9-5

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

Please see the attached description of methods of accountability and pupil assessment.

Anticipated Measures of Student Achievement:

We will systematically assess student growth in the following areas: English Language Arts, Mathematics, Science, Social Studies, Learning Habits and Responsibilities, and Wellness.

Much data will be collected at the public exhibits students present at the end of each quarter. These presentations will typically provide information about student performance in reading, writing, speaking, listening, and learning habits and responsibilities (planning and execution of projects of personal interest, internalization of standards of performance, etc.).

This information will be supplemented by the following measures to provide a complete picture of student achievement.

<u>Level</u>	<u>Area</u>	<u>Measures</u>
Elementary	English Language Arts	<ul style="list-style-type: none">• Analysis of reading running records, writing portfolios, and participation in Morning Meetings• Review of progress vis a vis grade level outcomes at quarterly Individualized Learning Team Meetings• In grades 3-5 MEAP ELA Test/MAP
	Math	<ul style="list-style-type: none">• Teacher observation of daily work• In all grades—End of unit tests and performance-based projects
	Science	<ul style="list-style-type: none">• In grades 3-5 MEAP Math Test/Map
	Social Studies	<ul style="list-style-type: none">• Teacher observations and interviews• End of unit tests• In grade 5—MEAP Science Test*
Middle School	English Language Arts	<ul style="list-style-type: none">• Analysis of reading running portfolios, and participation in Morning Meetings/Advisory• Review of progress vis a vis grade level outcomes at quarterly Individualized Learning Team meetings• ACT Explore Test for 8th graders• Grade Level Content tests each year• MEAP/Map

	Math	<ul style="list-style-type: none"> • Teacher observations and interviews • End of unit tests • Grade Level Content tests each year • ACT Explore Test for 8th graders • MEAP/Map
	Science	<ul style="list-style-type: none"> • Teacher observations and interviews • End of unit tests • In grade 8—MEAP Science Test* • ACT Explore Test for 8th graders • MEAP/Map • Teacher observations and interviews
	Social Studies	<ul style="list-style-type: none"> • End of unit Tests • In grade 8—MEAP Social Studies Test*
High School	English Language Arts	<ul style="list-style-type: none"> • MEAP ELA Test • ACT—Explore Test for 9th graders • ACT—Plan Test for 10th graders • ACT Test for 11th graders • MME for 11th graders • End of unit tests • MEAP Math Test • ACT—Explore Test for 9th graders • ACT—Plan Test for 10th graders • ACT Test for 11th graders • MME for 11th graders • End of unit tests • MEAP Science Test • ACT—Explore Test for 9th graders • ACT—Plan Test for 10th graders • ACT Test for 11th graders • MME for 11th graders • Teacher observations and interviews • MEAP Social Studies Test/MME

*pending final scheduling decision by MDE

SCHEDULE 9-6

ACADEMY ADMISSION POLICIES AND CRITERIA

See attached Admission Policy and Criteria.

Public School Academies of Detroit (PSAD) Enrollment Guidelines & Admission Policies for the 2010-2011 School Year

A public lottery for each grade offered at each PSAD school will be held at each PSAD district when there are more applicants than openings for that particular PSAD school to assign seats to new students and to assign the order of the waitlist for any new seats that become available. Siblings of students returning for the 2010-2011 school year and newly accepted students for the 2010-2011 school year will be given priority for admission in the order detailed below.

The priorities for admissions will be conducted in the following order:

Priority 1: Siblings* of 2010 Graduates and Students Returning for the 2010-2011 School Year

Siblings of students returning for the 2010-2011 year are given 1st priority to their siblings PSAD district. If there are more of these siblings than classroom spaces available in a given grade, the PSAD School will hold a random selection lottery for the classroom spaces from among the siblings in that grade. The remaining siblings will be placed on the waitlist based on the number they receive in the sibling random selection process ("Lottery") as long as they submitted an application during the open enrollment period. Note: Sibling priority does not range across PSAD districts.

Priority 2: PSAD Transfer Students

Any student enrolled in the 8th, 9th, or 10th grade at any PSAD School in the preceding school year will be given transfer student priority (priority 2) provided there is sufficient classroom space available. Transfer student priority is given in the following manner: students enrolled in a PSAD School the previous academic year who apply for the 9th, 10th, or 11th grade during open enrollment to the school they wish to transfer to will receive second priority. Each PSAD School will hold a Lottery for transfer students in that grade. These students will be placed on the waitlist below the priority 1 students based on the number they receive in the transfer student Lottery. Students who are transferring between University Preparatory Academy and University Prep Science & Math must declare in which system they wish to enroll for the 2010-11 school year by the school decision deadline date. University Preparatory Academy and University Prep Science & Math will not accept such transfer students for enrollment in the 2010-2011 school year after the school decision deadline.

Priority 3: Children of Persons employed at PSAD schools or Children of PSAD Board of Directors

These children (including by Michigan law all adopted children or legal wards) are placed behind Priority 2 students based on the number they receive in the Lottery as long as they submitted an application during the open enrollment period.

Priority 4: Siblings* of Newly Accepted Students

Siblings of newly accepted students (students who are accepted for enrollment for the 2010-2011 school year) are placed behind Priority 3 students based on the number they receive in the Lottery on the waitlist within the same district their sibling was accepted as long as they submitted an application during the open enrollment period. Note: a sibling in one PSAD district does not provide a basis for sibling priority in another PSAD district.

NOTE: Any sibling that DOES NOT submit an application during open enrollment will NOT be given sibling preference.

Priority 5: New Applicants with No Siblings at the PSAD district in which they are applying

Students who apply during open enrollment but do not win a seat in the Lottery and who do not have a sibling at the PSAD district in which they are applying will be placed on the waitlist based on the number they received in the lottery below priority 4 students.

Priority 6: Applicants Applying After Open Enrollment

Students who apply after open enrollment (all applications received after the deadline date) will be placed on the wait list behind the Priority 1, 2, 3, 4, and 5 applicants based on the date and time their application is received. This includes siblings that submit applications after the deadline date.

*Sibling Determination: Siblings who receive preference include

- a Full siblings (children who share the same mother and father) regardless of whether the full siblings live in the same household
- b Step-siblings/half-siblings who live in the same household** Step-siblings and half-siblings who DO NOT live in the same household DO NOT receive the preference

** They must live in the same household at the time they apply. If the student moves in with their sibling they need to reapply at that time and the old application is deleted. The parent may be asked to supply some sort of proof of residence for the student.

Public School Academies of Detroit (PSAD)

Enrollment Guidelines & Admission Policies for the 2010-2011 School Year

1.) Purpose

The purpose of this policy is to outline the enrollment policy and process for the Public School Academies of Detroit ("PSAD") for the enrollment of students into its urban academies. Grand Valley State University Board of Trustees ("University Board") has authorized PSAD under Part 6c of the Revised School Code to operate one or more urban academies, including but not limited to University Preparatory Academy, University Prep Science and Math, and Henry Ford Academy. School for Creative Studies school's individually a "PSAD School" or collectively "PSAD Schools".

2.) Open Enrollment Dates

Open Enrollment will last the duration of one month. Applications can be picked up from each of the school campuses between 8:00am and 4:00pm on school days or on their website. All applications must be received by 4:00pm on the last day of Open Enrollment, the deadline date, in order to be considered for the random selection process ("Lottery").

3.) Re-enrollment of current students

Students currently enrolled in any PSAD school in the preceding school year will be automatically admitted for the next school year to that same PSAD district.

4.) PSAD Transfer Students

Any student enrolled in the 8th, 9th, or 10th grade at any PSAD School in the preceding school year will be given transfer student priority (priority 2) provided there is sufficient classroom space available. Transfer student priority is given in the following manner: students enrolled in a PSAD School the previous academic year who apply for the 9th, 10th, or 11th grade during open enrollment to the school they wish to transfer to will receive second priority. Each PSAD School will hold Lottery for the classroom spaces from among the transfer students in that grade. These students will be placed on the waitlist below the priority 1 students based on the number they receive in the transfer student Lottery. Students who are transferring between University Preparatory Academy and University Prep Science & Math must declare in which system they wish to enroll for the 2010-11 school year by the school decision deadline date. University Preparatory Academy and University Prep Science & Math will not accept such transfer students for enrollment in the 2010-2011 school year after the school decision deadline.

5.) Siblings who receive preference include:

Siblings of currently enrolled students receive the 1st priority in enrollment with Siblings of newly accepted students receiving 4th priority. See Enrollment Guidelines (reverse) for more information regarding sibling priority.

6.) Children of Persons Employed at a PSAD School & PSAD Board of Directors

Children of persons working at PSAD schools and children of PSAD board of directors who apply during open enrollment receive third priority before the Lottery. If there are more children of persons working at a PSAD School and PSAD board of directors applying than classroom spaces available in a given grade, the PSAD school will hold a Lottery which will include these children and all other applicants. The children will be put on the waitlist for that grade in the order of random selection number received, just below the 2nd priority students.

7.) Enrollment for under-subscribed grades/sibling preference

Priority 1 students will be automatically admitted for the next school year to each grade that does not reach full enrollment by the Deadline Date. Transfer students have the next priority in enrollment. If Full Enrollment for a particular grade is not reached by the Deadline Date

PSAD will continue to receive applications for that grade level as long as necessary to complete Full Enrollment. Applications received after the Deadline Date will be enrolled in order of receipt.

8.) Enrollment for over-subscribed grades

Students will be selected for admission by random lottery for each grade that exceeds Full Enrollment if their applications were received by the Deadline Date. Applications received after the Deadline Date for each grade that has reached Full Enrollment will be added to the official waiting list in the order in which they are received. Kindergarten students must attain the age of five (5) years on or before December 1st of the year for which they are applying, to be eligible for the Lottery.

9.) Lottery

A random selection process is required if the number of applications exceeds the number of available spaces. Prior to the application period, the PSAD School shall do the following: (1) establish written procedures for conducting a random selection process, (2) establish the maximum number of spaces available per grade or grouping level, (3) establish the date, time, place and person to conduct the random selection process, and (4) notify the University Board Charter Schools Office of both the application period and the date of the Lottery, if needed. The University Board Charter Schools Office may have a representative on-site to monitor the random selection process. The PSAD School shall use a credible, neutral "third party" such as a CPA firm, government official, ISD official or civic leader to conduct the Lottery. Further, the PSAD School shall conduct the random selection process at a public meeting where parents, community members and the public may observe the process; and use a system that guarantees fairness and does not give an advantage to any applicant.

The PSAD School shall notify applicants not chosen in the random selection process that they were not selected and that their name has been placed on the PSAD school's official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection process.

10.) Record of enrolled students

As students are selected for admission, their names will be recorded on the Chart of Admitted students.

11.) School Decision Deadline

Parents of students that applied to University Preparatory Academy and University Prep Science & Math school districts and are accepted to either school, must choose which school they wish to attend by the School Decision Deadline. Students already enrolled the previous school year in either district will be considered applicants to that system for the coming school year. Declaring their school choice automatically moves that student off of the waitlist or acceptance list of the district they do not choose. Having declared their school choice, a family will not be eligible to transfer their child to the other system until the following school year via that system's open enrollment and lottery process. This does not apply to students accepted at HFA/SCS.

12.) Enrollment Requirements

- PSAD shall not discriminate on the status as a handicapped person or any other basis that would be illegal for an existing school district
- PSAD shall provide for the education of its pupils without discrimination as to religion, creed, race, sex, color or national origin. The Academy shall comply with all state and federal civil rights laws.
- PSAD shall not charge tuition (but may charge fees in the same manner as existing public schools)
- PSAD shall not enroll any student who is not a resident of this state, except a foreign exchange student
- PSAD shall comply with all state and federal laws applicable to public schools concerning church-state issues
- PSAD may establish a policy providing enrollment priority to enrolled pupils of a PSAD School, siblings of currently enrolled pupils, children of a person who is employed by or at a PSAD School, or children of PSAD Board Members (See priority on reverse side).
- PSAD shall provide legal notice indicating Open Enrollment for each PSAD school in a local newspaper.

SCHEDULE 9-7

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

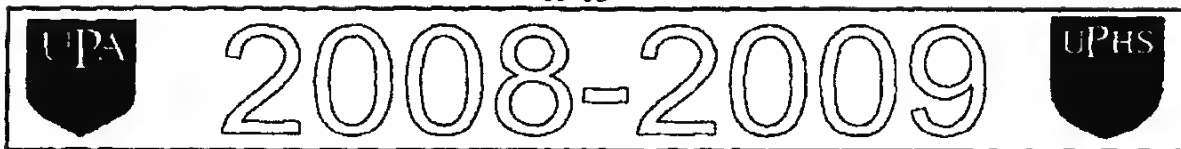
The Academy School Calendar will have 190 days from September to June. Students will attend a mandatory summer "camp" for sixteen days. The summer session will provide for remediation, acceleration and retention.

The 2008-2009 calendar is attached.



The School Day Schedule is as follows:


Time	Class	Comments
8:15	Advisory	<ul style="list-style-type: none">• Relationship building• Interest exploration• Preparation for day
9:00	Humanities Block	<ul style="list-style-type: none">• Reading, writing• Communication• History• Art• Music
11:00	Math-Science Block	
1:00	Lunch	
1:30	Foreign Language & International Culture	
2:30	Physical Education	<ul style="list-style-type: none">• Includes health and hygiene
3:30	Tutorial/Enrichment	<ul style="list-style-type: none">• Could focus on reading, writing, and math; keeping up with assignments & projects
4:30	Dismissal	<ul style="list-style-type: none">• School is closed at this time; no staff meetings after school. Students can elect to go to after-school recreational program off site. No interscholastic athletic program.

**University Preparatory Academy
Board of Directors Resolution
09-03**













Approval of School Calendar




 Professional Development - No School
 Holiday - No School




SEPTEMBER				
M	T	W	TH	F
 1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

OCTOBER				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31







NOVEMBER				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	 27	 28


DECEMBER				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
 22	 23	 24	 25	 26
 29	 30	 31		

JANUARY				
M	T	W	TH	F
			 1	 2
5	6	7	8	9
12	13	14	15	16
 19	20	21	22	23
26	27	28	29	30

FEBRUARY				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	 18	 19	 20
23	24	25	26	27

MARCH				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

APRIL				
M	T	W	TH	F
		1	2	3
6	7	8	9	 10
 13	 14	 15	 16	 17
20	21	22	23	24
27	28	29	30	

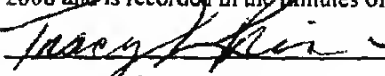
MAY				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
 25	26	27	28	29

JUNE				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

Important dates:
First day of school is Tuesday, September 2nd
Last day for graduating seniors is Friday, June 5th
Last day of school for students is Friday, June 12th
Last day for instructional staff is Wednesday, June 17th
Board Meeting Dates: TBA

It is resolved to accept the presented 2008-2009 School Calendar

This resolution was adopted by the Board of Directors of University Preparatory Academy on the 19th day of June 2008 and is recorded in the minutes of the meeting of this Board.

 6/19/2008
Tracy Price, Board Secretary

SCHEDULE 9-8

AGE / GRADE RANGE OF PUPILS ENROLLED

UPA will enroll pupil ages 5 to 18 in grades K through 12.

SCHEDULE 9-9

ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE

A. Address and Description of the Central Administrative Office:

The Central Administrative Office for UPA will be:

600 Antoinette
Detroit, MI 48202

B. Address and Description of the UPA High School (Grades 9-12):

The UPA High School is located on approximately 5.20 acres of land and includes four school/classroom buildings, one commons building, furnishings, fixtures, equipment, parking areas, and related site improvements. The buildings, all which are contiguous to one another, shall constitute a single site for the purposes of this Contract. The main address of UPA High School is:

600 Antoinette
Detroit, MI 48202

The other camp-us buildings have the following addresses:

- 600 Antoinette, Detroit, MI 48202
- 610 Antoinette, Detroit, MI 48202
- 710 Antoinette, Detroit, MI 48202
- 5951 Second Avenue, Detroit, MI 48202
- 5950 Third Avenue, Detroit, MI 48202

Copies of inspection documents and certificates for the UPA High School are attached as **Exhibit 1**. The UPA High School Lease and Sublease are attached as **Exhibit 1**.

C. Address and Description of the UPA Middle School (Grades 6-8):

5310 St. Antoine
Detroit, MI 48202

The UPA Middle School is located on approximately 1.25 acres of land and includes an existing renovated building, improvements, parking lots, paved areas, driveways, an ingress/egress to the Site, and all fixtures, furnishings and equipment. Copies of inspection documents and certificates for the UPA Middle School are attached as **Exhibit 2**. The UPA Middle School Lease and Sublease are attached as **Exhibit 2**.

D. Address and Description of the UPA First Elementary School (Grades K-5):

957 Holden
Detroit, MI 48202

The UPA First Elementary School is located on approximately 2.0 acres of land and is a 52,000 square foot building which houses classrooms, dining and kitchen facilities and one 8,000 square foot gymnasium and entrance connector building, furnishings, fixtures, and equipment, parking areas and other site improvements. Relative to the UPA First Elementary, enclosed as **Exhibit 3** is the Leasehold Installment Purchase Financing Agreement dated March 1, 2006; the Amended and Restated Leasehold Installment Purchase Finance Agreement dated June 30, 2008; and Sublease dated June 30, 2008. Copies of inspection documents and certificates for the UPA First Elementary School are attached as **Exhibit 3**.

The UPA First and Second Elementary Schools will include grades K-5 and combined student enrollment per grade will not exceed 135 students.

E. Address and Description of the UPA Second Elementary School (Grades K-5):

435 Amsterdam
Detroit, MI 48202

The UPA Second Elementary School is located on approximately 1.8 acres of land is a 70,000 square foot building which houses classrooms, dining and kitchen facilities, administrative offices, and one 8,000 square foot gymnasium and entrance connector building, furnishings, fixtures, equipment, parking areas and related site improvements. The UPA Second Elementary Lease is attached as **Exhibit 4**. Pursuant to the Management Agreement, Article III, Section N, between New Urban Learning ("NUL") and the Public School Academies of Detroit ("PSAD") dated August 20, 2008; NUL is compelled to grant a Right of Entry to the UPA Second Elementary to provide the building facility at no additional expense to the PSAD for the operation of the UPA Second Elementary. Appropriate copies of the inspection documents and certificates for the UPA Second Elementary will be provided when available.

The UPA First and Second Elementary Schools will include grades K-5 and combined student enrollment per grade will not exceed 135 students.

UPA High School
600 Antoinette
Detroit, MI 48202

EXHIBIT 1

LEASE

Between

**LANDLORD: TEF-ONE, LLC,
a Michigan limited liability company**

And

**TENANT: New Urban Learning,
a Michigan non-profit corporation**

Dated: August 15, 2008

LEASE

SECTION 1 **SCHEDULE**

LANDLORD: NAME: TEF-ONE, LLC
 ADDRESS: P.O. Box 6349
 Plymouth, MI 48170

TENANT: NAME: New Urban Learning
 ADDRESS: 957 Holden
 Detroit, MI 48202

DEMISED PREMISES: Land ("Site") consisting of approximately 5.20 acres as described in legal description attached as Exhibit A, and existing improvements, if any, and those certain buildings and/or improvements to be constructed or installed thereon ("Project"), located in the City of Detroit, Wayne County, Michigan, described as follows:

Four school/classroom buildings, one commons building, furnishings, fixtures, equipment, parking areas and related site improvements (collectively the "Landlord Improvements").

LEASE TERM: From the Lease Commencement Date until June 30, 2013 unless terminated sooner pursuant to Paragraph 2.2.

LEASE COMMENCEMENT DATE: This Lease shall commence and is effective on August 15, 2008.

RENT COMMENCEMENT DATE: August 15, 2008

SCHOOL YEAR September 1 to June 30

TERMINATION DATE: June 30, 2013.

BASE RENT: The Annual Base Rent Shall be \$1.00.

EXHIBITS ATTACHED: A-Legal Description of Demised Premises.

SECTION 2

GRANT AND TERM

2.1 Demised Premises

Landlord, in consideration of the rents to be paid and the covenants, promises and agreements to be performed by Tenant, does hereby lease to Tenant and Tenant hereby rents from Landlord, the Demised Premises described in Section 1.

2.2 Term

The term of this Lease shall be for the Lease Term commencing on the Lease Commencement Date stated in Section 1 and expiring on the Termination Date stated in Section 1, unless the Lease Term is extended or sooner terminated in accordance with the provisions of this Lease, or automatically and immediately terminated in accordance with Article X of a certain Public School Academy Contract dated December 14, 2007, by and between the Grand Valley State University ("GVSU") and the Public School Academies of Detroit (the "Charter School Contract") For purposes of this Lease, references to Lease Term shall include any option to extend exercised in accordance with the terms of this Lease.

SECTION 3

CONSTRUCTION OF DEMISED PREMISES

3.1 Construction

Landlord agrees, prior to the Rent Commencement Date to cause the construction and substantial completion of the Landlord's Improvements on the Site, at Landlord's sole cost and expense.

3.2 Delays

In the event Landlord's contractors shall be delayed or hindered in the construction of the Landlord Improvements on the Demised Premises or prevented from completing such construction or prevented from delivering possession of the Demised Premises because of any strike, lockout, labor dispute; fire, damage or destruction or casualty; unavailability of material; weather; power failures; unavailability of utilities; restrictive governmental laws or regulations; riots; insurrection; war; or any other reason, beyond the control of the Landlord or its contractors, then Landlord shall be excused for the period of delay and the Rent Commencement Date shall be postponed for such period of delay until such time as the Demised Premises are ready for occupancy and the Termination Date shall be appropriated extended.

3.3 Substantial Completion Date

The date the Demised Premises are substantially completed shall mean the earlier of (i) the date upon which at least two of the school/classroom buildings and the commons building are available for use by the Tenant or (ii) the date Tenant occupies all or a portion of the Demised Premises ("Substantial Completion Date").

SECTION 4
POSSESSION AND COMMENCEMENT OF TERM

4.1 Possession and Commencement of Lease Term

Landlord shall deliver actual possession of the Demised Premises to Tenant on or before the Substantial Completion Date specified in Section 3.3, but if delivery is delayed by reason of Section 3.2 or by the Landlord for any reason whatsoever, the date upon which such possession is delivered shall constitute the "Rent Commencement Date" in lieu of the date provided in Section 1 and the Termination Date provided in Section 1 shall be appropriately extended. Landlord shall when construction progress so permits, notify Tenant of the anticipated Substantial Completion Date specified in Section 3.3. By occupying the Demised Premises, Tenant will be deemed to have accepted the Demised Premises. The Rent, as defined herein, due under this Lease and the term of this Lease shall commence on the Rent Commencement Date.

4.2 Landlord Not Liable For Delays

Under no circumstances shall Landlord be liable for any delays in the delivery of possession to Tenant on the Rent Commencement Date. Tenant's sole and exclusive remedy shall be the abatement of Rent until the Demised Premises are ready for occupancy and possession is delivered to Tenant.

4.3 Memorandum

Within 30 days after the delivery of possession to Tenant, Tenant shall join with Landlord in the execution of a written memorandum confirming the Rent Commencement Date and Termination Date of the Lease Term. Tenant's failure to execute the Memorandum (if requested by Landlord) shall be a default by Tenant under this Lease.

SECTION 5
BASE RENT

5.1 Base Rent

Tenant shall pay to Landlord the Annual Base Rent stated in Section 1, for the Demised Premises during the Lease Term. The Annual Base Rent shall be payable in one annual payment in advance on the Rent Commencement Date and the first day of each Lease Year thereafter at the office of Landlord stated in Section 1 or such other place designated by Landlord.

5.2 Rent Net of Expenses

Landlord and Tenant intend that the Annual Base Rent due hereunder, together with any adjustments during the Lease Term shall be absolutely net of all costs, expenses, taxes (real and personal) and charges of every kind and nature whatsoever relating to the ownership, occupancy or use of the Demised Premises. Tenant shall indemnify and hold Landlord harmless from and against any such costs, expenses, taxes (real or personal) and charges for which Tenant is responsible under this Lease.

5.3 Additional Rent

All amounts due from Tenant and payable to Landlord or the provider of any service (such as utilities, maintenance, etc.), if provided direct to Tenant, excluding Annual Base Rent, including, without limitation, utilities, taxes, maintenance and insurance costs shall be deemed to be additional rent ("Additional Rent"). Upon Tenant's failure to pay any such amount, Landlord, in addition to any other remedies, shall have the same remedies provided for Tenant's failure to pay the Annual Base Rent (the Annual Base Rent, together with the Additional Rent, shall be collectively referred to as "Rent"). Tenant shall pay any and all sums of money or charges required to be paid by Tenant under this Lease, including, but not limited to, Additional Rent, promptly when the same are due, without any deductions or setoff whatsoever. Landlord will forward to Tenant any bills Landlord receives that Tenant is obligated to pay, including but not limited to tax, utility and other service bills, within five days of Landlord's receipt thereof.

5.4 Lease Year

Lease Year shall mean a period of twelve (12) consecutive calendar months, except the last year of the Lease, which shall expire on the Termination Date. The first Lease Year shall begin on the Rent Commencement Date if the Rent Commencement Date shall occur on the first day of the month; if not, then the first Lease Year shall commence on the first day of the month following the Rent Commencement Date. Each succeeding Lease Year shall commence on the anniversary of the commencement of the first Lease Year. If the Rent Commencement Date is other than the first day of a month, then the period between the Rent Commencement Date and the first day of the month following the Rent Commencement Date shall be added and be part of the first Lease Year.

SECTION 6 **UTILITIES**

Tenant agrees to pay all charges made against the Demised Premises for gas, heat, water, air conditioning, electricity, sanitary and storm sewage disposition, telephone and all other utilities ("Utilities") during the Lease Term (but specifically excluding the expenses of bringing into the Building and metering the Utilities, which costs are included as part of Landlord's Improvements) as the same shall become due all of which shall be separately metered and billed directly to Tenant. Landlord shall not be liable to Tenant for the quality or quantity of any such utilities, or for any interruption in the supply of any such utilities.

SECTION 7 **TAXES AND ASSESSMENTS**

7.1 Obligation

Tenant agrees to pay to Landlord as Additional Rent any and all Taxes (as defined in Section 7.2) assessed against the Demised Premises or any property located on the Demised Premises for each Lease Year or partial Lease Years during the Lease Term.

7.2 Definition

"Taxes" shall be defined as: (a) all taxes (either real or personal), assessments (general or specific), all water and sewer charges, and all other governmental impositions, which may be levied during the Lease Term upon the land, buildings or improvements comprising the Demised Premises or any part thereof; (b) all other taxes and other charges imposed by the State of Michigan or any subdivision thereof which: (1) are in replacement of or in lieu of increases in all or any part of ad valorem taxes as sources of revenue and (2) are based in whole or in part upon Demised Premises or any interest therein or the ownership thereof, or the rents, profits or other income therefrom, including, without limitation, income, single business, franchise, excise, license, privilege, sales, use, and occupancy taxes; (c) a tax or surcharge of any kind or nature upon, against or with respect to the parking areas or the number of parking spaces on the Demised Premises; and (d) all costs and expenses incurred by Landlord during the lease term for negotiations for or contests of the amount of such taxes and assessments, without regard to the result, including, without limitation, actual attorneys' fees; provided, that Tenant pre-approves such contests for taxes or assessments. Taxes shall not include any tax on the net income of Landlord, except to the extent included in subparagraph (b) above.

7.3 Payments

Taxes on the Demised Premises levied or assessed for or during the Lease Term shall be paid to Landlord within ten (10) days after Landlord delivers to Tenant a statement for such Taxes. The Taxes for the years in which this Lease commences and terminates shall be prorated on a due date basis.

7.4 Tenant's Taxes

Tenant shall pay all real and personal property taxes levied or assessed against Tenant's property and improvements upon or affixed to the Demised Premises, including taxes attributable to all alterations, additions, or improvements made by Tenant.

SECTION 8

USE OF DEMISED PREMISES

8.1 Use of Demised Premises

Tenant shall use and occupy the Demised Premises during the Lease Term only for (a) the purpose of establishing, managing, and operating a charter high school and attendant office use, and (b) for uses contemplated by a sub-lease to Mosaic Dance Theatre of Detroit and for no other purpose without the prior written consent of the Landlord, which may be granted or withheld in its sole and absolute discretion. Tenant shall not use or permit any person to use the Demised Premises or any part thereof for any use or purpose other than the use stated in this Lease or in violation of any law, statute, order, ordinance, code, rule or regulation of any federal, state or municipal body or other governmental agency or authority having jurisdiction thereof, including, without limitation, zoning, land use and building ordinances, uses and requirements; occupational safety and health requirements; community right-to-know requirements; the Americans With Disabilities Act of 1990; and state and federal environmental laws (collectively "Laws"), affecting the Demised Premises, if any; provided, however, that Tenant shall not be

responsible for any violation of Laws or any condition at the Demised Premises existing on or before the Lease Commencement Date. Tenant shall comply strictly with each and every term, condition and requirement of the Charter School Contract.

8.2 Care of Demised Premises

Tenant shall keep the Demised Premises orderly, neat, safe and clean and free from rubbish and dirt at all times and shall store all inventory, supplies, trash and garbage within the buildings on the Demised Premises. Tenant shall keep the driveways and walkways within the Demised Premises free from snow and ice, and shall arrange for the regular removal of snow during the winter months and the pick up of trash and garbage at Tenant's expense. At the expiration of the Lease Term, or the sooner termination thereof, Tenant shall surrender the Demised Premises in as good condition and repair as existed at the time Tenant took possession, reasonable wear and tear excepted.

8.3 Hazardous Substances

Tenant shall not cause or permit the Demised Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous substances. Tenant acknowledges its possession of a certain Baseline Environmental Assessment ("BEA") and a certain Section 7A Compliance Analysis ("Compliance Analysis") prepared by Soil and Materials Engineers, Inc. both dated October 18, 2002 relating to the Demised Premises. Tenant agrees to comply with any and all response activities set forth in the Compliance Analysis, including, without limitation, maintaining the concrete floors in the buildings located on the Site, the paved parking lot located on the Site, and the 6-inch soil cover mandated by the Compliance Analysis. Tenant further agrees not to undertake any activities that would further exacerbate any existing contamination on the Demised Premises and to provide Landlord with a written report on an annual basis setting forth the results of Tenant's monitoring and assessment required by the Compliance Analysis.

SECTION 9 **INDEMNITY**

9.1 Indemnity

To the extent permitted by applicable law, Tenant shall defend, indemnify and hold harmless Landlord and Landlord's officers, directors, employees and agents (regardless of any negligence imputed to Landlord by law due to its ownership of the real property involved), from and against any and all claims, suits, personal injuries, death, property damage, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses (collectively "Damages") which may be imposed upon, incurred by, or asserted against Landlord or Landlord's officers, directors, employees or agents (collectively "Indemnified Parties"), arising directly or indirectly from any (a) occurrence on or about the Demised Premises from any cause whatsoever from and after the Commencement Date and during the Lease Term, (b) failure of Tenant to comply with any provision of this Lease, (c) failure of any subtenant to comply with any provision of any sublease, (d) occupancy or use by Tenant and/or subtenant of the Demised Premises or any act or omission of Tenant, its

employees, agents, representatives, invitees, licensees and contracting parties or any subtenant, (e) Tenant's failure to comply with any and all of its obligations and requirements set forth in the Compliance Analysis, or (f) failure of Tenant to strictly comply with the terms and conditions of the Educational Management Contract with Public School Academies of Detroit, dated _____. The indemnities provided herein shall include attorneys' fees incurred by the Indemnified Parties in connection with such Damages or to enforce the indemnity given hereunder. Tenant shall not be required, however, to indemnify Landlord against Damages arising from Landlord's gross negligence or willful misconduct. Any liability or loss as to which the Indemnified Parties are entitled under this Section 9.1 and all expenses incurred in connection therewith including, but not limited to, attorneys fees, shall constitute Additional Rent payable upon demand.

9.2 Liability Insurance

Tenant shall procure and keep in effect during the Lease Term commercial, general liability insurance on an occurrence basis, including operations and insured contract coverage, for personal injury or death or property damage occurring in, upon or about the Site or Demised Premises or any street, drive, sidewalk, curb or passageway adjacent thereto in the amount reasonably required by Landlord (but in no event less than Ten Million (\$10,000,000) Dollars combined single limit per occurrence, which may be based on a combination of primary coverage plus excess insurance or "umbrella" coverage. Any contractual liability coverage for indemnifications given by Tenant under this Lease shall not in any way limit such indemnifications.

9.3 Delivery of Policy and Special Endorsement

The insurance policies required by this Section 9 shall name Landlord of the Demised Premises as an additional insured and contain provisions, deductibles and special endorsements satisfactory to Landlord. Such insurance policies shall prohibit cancellation, alterations, changes, amendments, modifications, deletions or reductions in coverage either at the insistence of Tenant or the insurance company issuing the policy, without at least thirty (30) days prior written notice having been given to Landlord. All insurance policies shall be written by carriers with a Best rating of B+ or greater. Original Insurance Certificates and copies of insurance policies and all renewals thereof, together with receipts evidencing payment in full of the premiums thereon, shall be delivered promptly to Landlord prior to Tenant taking possession and at least thirty (30) days prior to expiration or renewal of such insurance.

SECTION 10

MAINTENANCE AND REPAIRS

10.1 Maintenance And Repairs

Subject to the warranties Landlord receives from any construction contractor, subcontractor or materialman providing services and/or material in connection with the Landlord's Improvements, Tenant shall, at its sole cost and expense, during the Lease Term, maintain, repair and replace and keep neat and in good appearance and condition the Demised Premises, including, but not limited to, the roof, exterior, interior, ceiling, electrical system, plumbing

system, HVAC system, storm sewers, sanitary sewers, water main, the driveways, walkways, parking area, lighting facilities, landscaping and land, which are part of the Demised Premises; provided, however, that Tenant shall not be responsible for latent defects at the Demised Premises. The plumbing system, including the sewage facility, serving the Demised Premises shall not be used for any purpose other than for which it was constructed and Tenant shall not introduce any matter therein which results in blocking such system. Tenant shall, at its sole cost and expense, also repair or replace the driveways, walkways, parking areas, and landscaping on the Demised Premises. Tenant shall, at its sole cost and expense, contract with contractors acceptable to Landlord (except in the case of emergency) for the performance of all maintenance, repairs and replacement required of Tenant under this Lease. Tenant shall perform such maintenance, repairs and replacement so as to maintain the Demised Premises in the same condition in which it was delivered to Tenant, reasonable wear and tear excepted. Such maintenance, repair and replacement obligations of Tenant shall include items deemed to be capital improvements for tax purposes. The maintenance, repair and replacement obligations of Tenant hereunder, shall survive termination of this Lease to the extent such obligations accrued prior to the termination of this Lease.

Tenant agrees to establish an escrow account with a federally insured bank that shall contain at least \$100,000 at the start of the 2008- 2009 fiscal year. At the start of each successive fiscal year, the escrow account shall increase by \$40,000. If none of these escrowed funds are spent in the five-year lease period, the balance would contain an amount of \$260,000 (\$100,000 - Year 1 + \$40,000 -Years 2 -5) at the end of the lease term. These funds shall be available for major capital repairs or replacement such as major repair or replacement of a building roof, an HVAC unit, the plumbing system, the water main, the electrical system, or other major facility elements. Withdrawal of funds from this account shall require the signatures of both Landlord and Tenant. Withdrawal of funds from this account for F, F & E and Technology related items, such as computers and software is prohibited and will be paid out of the operating budget. This escrow account shall be available for major capital repairs or replacement at the UPA elementary schools, the middle school, and the high school.

10.2 Compliance With Laws

During the term of this Lease, Tenant shall comply with all Laws (as defined in Section 8.1) and make any repairs, additions, modifications or alterations to the Demised Premises, regardless of the nature thereof, which are required by any Laws or Restrictions or required by the insurance carrier to maintain the insurance required under this Lease; provided, however, that Tenant shall not be responsible for any conditions existing at the Demised Premises prior to the Lease Commencement Date.

SECTION 11 **TENANT'S ALTERATIONS**

Tenant shall not make any structural alterations, additions, modifications or improvements to the Demised Premises without the prior written consent of Landlord, which consent may be granted or withheld in the sole and absolute discretion of Landlord. Tenant shall not make any non-structural alterations, additions, modifications or improvements having a cost in excess of

\$10,000 to the Demised Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

SECTION 12

PROPERTY INSURANCE, REBUILDING AND WAIVER OF SUBROGATION

12.1 Property Insurance

Tenant shall, during the Lease Term, at its sole cost and expense keep the Demised Premises insured for the benefit of Landlord:

(i) by an "All Risk of Physical Loss" policy with the broadest form of extended coverage endorsement in an amount sufficient to prevent Landlord from becoming a co-insurer under the policies or Laws, including special extended coverage endorsements reasonably required by Landlord in an amount equal to the full replacement and reconstruction cost and valued on a replacement cost basis of the building and improvements which are a part of the Demised Premises (including any Alterations) as determined solely by Landlord, without allowance for depreciation and exclusive of the cost of excavations, foundations and footings;

(ii) against damage by flood if the Site is located in an area identified by the Secretary of Housing and Urban Development, or any successor, as an area having special flood hazard and in which flood insurance has been made available under the Flood Acts, in an amount determined solely by Landlord;

(iii) against damage or loss from (1) sprinkler system leakage, and (2) boilers, if any, boiler tanks, if any, heating and air-conditioning equipment, pressure vessels, auxiliary piping and similar apparatus, in an amount determined solely by Landlord; and

(iv) during the period of any construction, repair, restoration, or replacement of the Demised Premises, performed after the construction of the Landlord Improvements, by a standard builder's risk policy with extended coverage in an amount at least equal to the full replacement and reconstruction cost and valued on a replacement cost basis, workers compensation in statutory amounts, and such endorsements as required by Landlord.

Tenant shall provide Landlord with evidence of the above-referenced insurance on or before the Lease Commencement Date. Evidence of such insurance shall be in the form of an insurance policy or binder. Landlord shall be named as an additional insured on all such policies. If Tenant fails to maintain such insurance coverage, Landlord may, at its option, procure such insurance for the account of Tenant and the cost thereof shall be paid by Tenant to Landlord upon delivery to Tenant of bills therefore. The insurer or insurers shall be such as may from time to time be approved by Landlord and shall be issued by insurance companies authorized to do business in the State of Michigan.

12.2 Rebuilding

If the Demised Premises shall become damaged by fire or other casualty, Landlord may either, restore them or make them tenable (to the extent of available insurance proceeds) or terminate this Lease by notifying the Tenant of such termination within thirty (30) days after the date of such damage, at its sole option. Tenant shall immediately notify Landlord of the occurrence of a fire or other casualty at the Demised Premises.

12.3 Waiver of Subrogation

Any property insurance policy carried by Landlord or Tenant or any policy covering both the interest of Landlord or Tenant under this Section 12 shall include a provision under which the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant in connection with any loss or damage covered by any such policy. Landlord or Tenant hereby release and discharge each other from any liability whatsoever arising from any loss, damage or injury caused by fire or other casualty to the extent of the insurance covering such loss, damage or injury.

SECTION 13

EMINENT DOMAIN

13.1 Condemnation

If all or any material part of the Premises shall be taken or condemned by any competent authority for any public use or purpose, the Term shall, at the option of Landlord, end as of the date of the actual taking. If the Premises may not be reasonably used for the purpose contemplated by the Lease following any taking, Tenant may terminate this Lease by written notice to Landlord. In the event of a termination pursuant to this Section, Rent shall be pro rated to the date of such taking. In the event of a condemnation, Landlord shall be entitled to the entire condemnation award, except that Tenant shall be entitled to receive any portion of the condemnation proceeds awarded for Tenant moving costs and related expenses, and diminution in value of the leasehold interest only.

13.2 Landlord's and Tenant's Damages

Subject to Paragraph 13.1 above, all damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Demised Premises, shall belong to and be the property of Landlord.

SECTION 14

ACCESS TO PREMISES

Landlord or Landlord's agent shall have the right to enter the Demised Premises at all reasonable times to inspect or examine the same, and to make such tests, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. Landlord shall conduct all inspections and examinations and all repairs, alterations, improvements and/or additions in such a manner so as to not unreasonably disrupt the operations of Tenant at the Demised Premises.

SECTION 15
FIXTURES AND EQUIPMENT

All furnishings, fixtures and equipment installed by Landlord shall remain the property of Landlord at the termination of this Lease. If Tenant installs any furnishings, fixtures or equipment during the Term of this Lease that are incorporated into and/or affixed to the buildings or improvements located on the Demised Premises and cannot be removed without substantial damage or injury to the buildings or improvements, then they shall automatically become the property of Landlord upon installation and shall not be removed without Landlord's prior written consent, which may be granted or withheld in its sole and absolute discretion. All fixtures and equipment installed by Tenant and not removed at the termination of the Lease Term shall remain the property of Landlord. In the event Landlord consents to such removal, Tenant shall remove such fixtures in accordance with all applicable Laws and Restrictions and shall repair any such damage or injury in a good and workmanlike manner.

SECTION 16
ASSIGNMENT, SUBLETTING AND TRANSFERS BY TENANT

Except with respect to a sublease by Tenant to the Mosaic Youth Theatre of Detroit, Tenant shall not sell, assign, sublet, hypothecate, encumber, mortgage or in any manner transfer this Lease or any estate or interest therein (including any transfer by operation of law or otherwise), the Demised Premises or any part thereof or permit the use of the Demised Premises by any person or entity other than Tenant (collectively "Transfer") without the prior written consent of the Landlord, which may be granted or withheld in its sole and absolute discretion.

SECTION 17
SALE OR TRANSFER

Landlord shall have the right to sell, transfer or assign the Demised Premise ("Conveyance"). In the event of Conveyance, Tenant shall attorn to the purchaser, transferee or assignee ("Transferee") and recognize such Transferee as Landlord under this Lease and Landlord shall be relieved from all subsequent obligations and liabilities under this Lease, provided such obligations are assumed in writing by such Transferee and a copy thereof is provided to Tenant.

SECTION 18
DEFAULT, RE-ENTRY AND DAMAGES

18.1 Default

The following shall constitute a default ("Default") under this Lease:

- (a) Tenant fails to pay within seven days of the due date any Base Rent or Additional Rent due hereunder on the day the same shall be due;
- (b) Tenant fails to perform any of the terms and conditions under this Lease, other than the payment of Base Rent or Additional Rent, and such failure remains uncured for thirty (30) days following written notice;

- (c) Tenant shall file bankruptcy or Tenant shall become insolvent;
- (d) Tenant has abandoned or vacated the Demised Premises;
- (e) Tenant fails to meet any one or more of the following performance standards related to the operation of the charter high school ("Charter High School") located on the Demised Premises:
 - 1. 90% of the freshman high school class entering the Charter High School each year shall graduate within five years as measured by the Michigan Department of Education graduation rate formula. In addition, the Charter High School shall report to the landlord on the number of those students who transfer after the age of 16 that fail to earn a high school degree.
 - 2. At least 90% of all the students in each freshman class shall re-enroll in the Charter High School for their second year.
 - 3. At least 83% of all students in each freshman class shall re-enroll in the Charter High School for their third year.
 - 4. At least 80% of all students in each freshman class shall re-enroll in the Charter High School for their fourth year.
 - 5. 90% of the students who graduate each year from the Charter High School shall enroll in college or other post-secondary studies or the military.
 - 6. Average daily attendance rate for students at the Charter High School shall be at least 90% for each year.
 - 7. The graduates of the Class of 2010 must average at least 17 on the ACT, those of the Class of 2011 at least 18 on the ACT, those of the Class of 2012 at least 19 on the ACT, those of the Class of 2013 at least 20 on the ACT, and those of the Class 2014 at least 21 on the ACT.
 - 8. For every freshman class subsequent to the class of 2003, the enrollment rate for the following school year and each year thereafter shall be at a rate such that the graduation rates specified in this Section 18.1(e) can be mathematically obtained. In the event this is untrue for any year, such event shall constitute a Default.
 - 9. At least 90% of the parents of students enrolled in the Charter High School shall attend the three learning conferences scheduled at the Charter High School each school year;
 - 10. The enrollment of the incoming freshman class for each and every year during the term of this Lease shall be 100 or more students;

- (f) Intentionally Deleted.
- (g) The failure of Tenant to establish policies required by the Charter School Contract in a timely manner, as required by such Charter School Contract.
- (h) The termination or expiration of the Charter School Contract or any failure to renew or extend such Charter School Contract for any reason or no reason; unless replaced as provided in Paragraph 2.2 prior to the commencement of the next School Year. In the event the Charter School Contract is terminated during the School Year, thereby prohibiting the Tenant from operating a Charter High School in accordance with state law, this Lease shall terminate automatically.

18.2 Landlord's Remedies Upon Default

A. Immediately upon Tenant's Default under this Lease, except (i) in the case of Tenant's Default under 18.1(e)(1-15), then one year from Tenant's failure to meet any of the performance criteria set forth therein, and if during a School Year, then by July 15, Landlord shall, in addition to all of its other remedies under this Lease and available at law or in equity, have the right to re-enter the Demised Premises, in accordance with applicable law, to remove all persons and property therefrom. Upon such Default, Landlord, at its option, may either terminate this Lease, or without terminating this Lease, relet the Demised Premises or any part thereof on such terms and conditions as Landlord deems advisable in its sole and absolute discretion. No such eviction, entry or taking of possession of the Demised Premises, whether through summary eviction proceedings or by self-help, shall be construed as an election on its part to terminate this Lease unless Landlord provides written notice of such intention to Tenant or unless termination is declared by a court of competent jurisdiction.

B. In addition to any other remedy provided for herein, if Landlord brings suit to recover possession of the Demised Premises or money due under this Lease or a suit for the breach of an obligation Tenant should have performed under the Lease and if the Landlord prevails, the Tenant shall pay the Landlord for expenses incurred in the action, including reasonable attorneys fees. Such expenses shall be deemed to have an incurred when the action commences and shall be enforced whether or not the action is prosecuted to judgment. In the event Tenant prevails in any lawsuit in connection with the Demised Premises, Tenant shall have its expenses, including reasonable attorney fees, paid by Landlord.

18.3 Waiver of Jury Trial and Counterclaim

In the event Landlord commences any proceedings for non-payment of Rent, Additional Rent, or any other amount payable to Landlord by Tenant, Tenant shall not interpose any counterclaim of whatsoever nature or description in any such proceeding unless same is a compulsory or mandatory counterclaim. This shall not, however, be construed as a waiver of Tenant's right to assert such a claim in any separate action brought by Tenant. Landlord and Tenant waive trial by jury in any action or proceeding brought by either party on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of lessor and lessee, Tenant's use or occupancy of the Demised Premises, or any claim of injury or damage.

SECTION 19
QUIET ENJOYMENT

Landlord covenants that so long as Tenant is not in Default the terms and conditions of this Lease, Tenant may peacefully and quietly hold and enjoy the Demised Premises for the Lease term without interference by Landlord or any person claiming by, through or under Landlord.

SECTION 20
SIGNS

Tenant will not place or cause to be placed or maintained any sign or advertising matter of any kind anywhere on the Demised Premises, except in the interior thereof, without Landlord's prior written approval.

SECTION 21
OPTION TO EXTEND

21.1 Option to Extend Lease Term

So long as Tenant is not in Default under this Lease, Tenant shall have an option to extend the Lease Term on the same terms and conditions (excepting revised performance standards proposed by Landlord to those set forth in Section 18.1(e)) set forth herein for a period of five (5) years ("Option Period") in accordance with the terms of this Section 21 ("Option to Extend"). The Option to Extend the Lease Term is personal to the Tenant and is not transferable or exercisable by any transferee.

21.2 Exercise of Option

If this Lease is in full force and effect, and Tenant complies with Section 21.1 Tenant may exercise the Option to Extend by providing Landlord with written notice of exercise not more than fifteen (15) months or less than twelve (12) months prior to the expiration of the initial five year Term provided Tenant is in compliance with the performance standards for the Charter High School set forth in this Lease, and agrees to comply with updated performance standards proposed by Landlord for the Option Period.

SECTION 22
MISCELLANEOUS

22.1 Condition of Demised Premises

This Lease and exhibits attached hereto and forming a part hereof, set forth all of the covenants, agreements, stipulations, promises, conditions, understandings and representations, hereinafter collectively "Representations" between Landlord and Tenant concerning the Demised Premises and the buildings and improvements to be constructed thereon. Landlord and Tenant agree that there are no Representations other than set forth herein and agree to make no claims against each other based upon Representations not set forth herein.

22.2 Modification

This Lease shall not be modified or amended unless by a writing signed by Landlord and Tenant.

22.3 Notices

Any notices or demands required under this Lease shall be in writing addressed to the party at the address set forth Section 1, except that after the Rent Commencement Date any notice to Tenant shall be given in writing at the Demised Premises or such changed address provided in writing by such party and shall be served as follows: (a) by personal service with service being effective upon delivery, or (b) by certified mail, return receipt requested, with service being effective two (2) days after mailing, or (c) by telecopy, facsimile or other form of telecommunication, with service being effective upon the date of transmission with reasonable evidence that the transmission was sent, or (d) by recognized overnight courier service, with service being effective one (1) day after delivery to such courier service.

22.4 Survival

Any obligation of Tenant under this Lease which is not performed in full prior to the termination of this Lease shall survive the termination of this Lease and continue in full force and effect until performed in full.

22.5 Captions and Section Numbers

The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

22.6 Construction

This Lease shall be construed and enforced in accordance with the laws of the State of Michigan. If any provision of this Lease, or the application thereof to any person or circumstances, shall, to any extent be invalid or unenforceable, the remaining provisions of this Lease shall not be affected thereby and shall be valid and enforceable.

22.7 Binding Effect

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and permitted transferees.

22.8 Joint Drafting

Landlord and Tenant acknowledge and agree that each has joined in and contributed to the drafting of this Lease and as a result there shall be no presumption in construing the provisions of this Lease favoring or burdening either Landlord or Tenant based upon draftsmanship or similar rule of construction.

22.9 Counterparts

This Lease may be executed in any number of separate counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year first above written.

IN THE PRESENCE OF:

LANDLORD:

TEF-ONE, LLC,
a Michigan limited liability company




By: John B. Cleary
Its: V.P. - Finance & Real Estate

TENANT:

NEW URBAN LEARNING,
a Michigan non-profit corporation

Charlita Middleton

By: 
Its: Charlita

AND

Charlita Middleton

By: Monette Hill
Its: Secretary

EXHIBIT A
LEGAL DESCRIPTION OF DEMISED PREMISES

LAND SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN, AS DESCRIBED AS:

PARCEL A:

THE EASTERLY 321.06 FEET OF THE SOUTH 1/2 OF LOTS 1 THROUGH 25, BLOCK 16, AND THE EASTERLY 218.89 FEET OF THE NORTH 1/4 OF LOTS 1 THROUGH 25, BLOCK 16, CASS FARM COMPANY, LIMITED SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 19, PAGE 35, WAYNE COUNTY RECORDS.

PARCEL B:

LOTS 1 THROUGH 7, INCLUSIVE, LOTS 21 THROUGH 25, INCLUSIVE, AND PART OF LOTS 8 AND 20 OF BLOCK 16, TOGETHER WITH VACATED PUBLIC ALLEYS WITHIN SAID BLOCK OF CASS FARM COMPANY LIMITED SUBDIVISION OF BLOCKS 111, 112, 113, 114, 115, 116, 118, 119 AND A PART OF BLOCK 117 CASS FARM AS RECORDED IN LIBER 19, PAGE 35, WAYNE COUNTY RECORDS AND ALSO THAT PART OF VACATED THIRD AVENUE (VARIABLE WIDTH) BETWEEN ANTOINETTE (60 FEET WIDE) AND YORK STREET (60 FEET WIDE) AS DESCRIBED IN QUIT CLAIM DEED LIBER 17416, PAGE 575, WAYNE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 16 OF SAID CASS FARM COMPANY LIMITED SUBDIVISION, THENCE SOUTH 66°58'00" WEST ALONG THE NORTHERLY LINE OF ANTOINETTE STREET (60 FEET WIDE) A DISTANCE OF 9.36 FEET TO THE EASTERLY LINE OF THIRD AVENUE (VARIABLE WIDTH) AS RELOCATED AND A POINT OF CURVATURE; THENCE ALONG THE EASTERLY LINE OF SAID THIRD AVENUE (VARIABLE WIDTH) AS RELOCATED ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 93.31 FEET (93.29 FEET RECORD), A RADIUS OF 1947.00 FEET, A CENTRAL ANGLE OF 2°44'45" (2°44'43" RECORD), A CHORD LENGTH OF 93.30 FEET (93.28 RECORD) AND A CHORD BEARING OF NORTH 30°29'26" EAST (SOUTH 30°48'38" EAST RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID THIRD AVENUE (VARIABLE WIDTH) AS RELOCATED NORTH 31°51'47" WEST (NORTH 32°10'59" WEST RECORD) A DISTANCE OF 114.92 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID THIRD AVENUE (VARIABLE WIDTH) AS RELOCATED, ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 114.39 FEET, A RADIUS OF 1873.00 FEET, A CENTRAL ANGLE OF 3°29'57", A CHORD LENGTH OF 114.37 FEET AND A CHORD BEARING OF NORTH 30°06'49" WEST (NORTH 30°26'01" WEST RECORD) TO THE SOUTHERLY LINE OF YORK STREET (60 FEET WIDE); THENCE NORTH 66°57'19" EAST ALONG THE SOUTHERLY LINE OF YORK STREET (60 FEET WIDE) A DISTANCE OF 406.17 FEET TO A POINT ON THE SOUTHERLY LINE OF YORK STREET (60 FEET WIDE); THENCE SOUTH 22°53'21" EAST A DISTANCE OF 159.82 FEET TO A POINT ON THE CENTER LINE OF AN ALLEY (20 FEET WIDE); THENCE SOUTH 66°57'39" WEST ALONG THE CENTER LINE OF AN ALLEY (20 FEET WIDE) A DISTANCE OF 102.17 FEET TO A POINT; THENCE SOUTH 22°53'21" EAST A DISTANCE OF 159.81 FEET TO A POINT ON THE NORTHERLY LINE OF ANTOINETTE STREET (60 FEET WIDE); THENCE SOUTH 66°58'00" WEST ALONG THE NORTHERLY LINE OF ANTOINETTE STREET (60 FEET WIDE) A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

PARCEL C:

LOT 10, BLOCK 17, CASS FARM COMPANY LIMITED SUBDIVISION OF BLOCKS 111, 112, 113, 114, 115, 116, 118, 119 AND PART OF BLOCK 117 OF CASS FARM, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 19 OF PLATS, PAGE 35, WAYNE COUNTY RECORDS.

PARCEL D:

LOTS 6, 7, 8, AND 9, BLOCK 17, CASS FARM COMPANY LIMITED SUBDIVISION OF BLOCKS 111, 112, 113, 114, 115, 116, 118, 119 AND PART OF BLOCK 117 OF CASS FARM, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 19 OF PLATS, PAGE 35, WAYNE COUNTY RECORDS.



SUBLEASE

Between

**SUBLANDLORD: New Urban Learning,
a Michigan non-profit corporation**

And

**TENANT: Public School Academies of Detroit,
a Michigan non-profit corporation**

Dated: August 15, 2008

SUBLEASE

SECTION 1 SCHEDULE

SUBLANDLORD:

NAME: New Urban Learning
ADDRESS: 600 Antoinette
Detroit, MI 48202

SUBTENANT:

NAME: Public School Academies of Detroit
ADDRESS: Contract Administrator
P.O. Box 6349
Plymouth, MI 48170

DEMISED PREMISES:

Land ("Site") consisting of approximately 5.20 acres as described in legal description attached as Exhibit A, and existing improvements, if any, and those certain buildings and/or improvements to be constructed or installed thereon ("Project"), located in the City of Detroit, Wayne County, Michigan, described as follows:

Four school/classroom buildings, one commons building, furnishings, fixtures, equipment, parking areas and related site improvements (collectively the "Landlord Improvements").

SUBLEASE TERM:

From the Sublease Commencement Date until June 30, 2013 unless terminated sooner pursuant to Paragraph 2.2.

SUBLEASE COMMENCEMENT DATE:

This Lease shall commence and is effective on August 15, 2008.

RENT COMMENCEMENT DATE:

August 15, 2008

SCHOOL YEAR

September 1 to June 30

TERMINATION DATE:

June 30, 2013.

BASE RENT:

The Annual Base Rent Shall be \$1.00.

EXHIBITS ATTACHED:

A - Legal Description of Demised Premises.
B- Lease

SECTION 2

GRANT AND TERM

2.1 Demised Premises

TEF-ONE, LLC, a Michigan limited liability company ("Landlord") has entered into a Lease Agreement, a copy of which is attached hereto as Exhibit B (the "Lease"). Subject to the additional terms hereof, Sublandlord, in consideration of the rents to be paid and the covenants, promises and agreements to be performed by Subtenant, does hereby lease to Subtenant and Subtenant hereby rents from Sublandlord, the Demised Premises described in Section 1 hereof, being the same Demised Premises set forth in Section 1 of the Lease, upon the same terms and conditions and for the same duration and term as set forth in said Exhibit B.

2.2 Term

The term of this Sublease shall be for the Sublease Term commencing on the Sublease Commencement Date stated in Section 1 and expiring on the Termination Date stated in Section 1, unless the Sublease Term is extended or sooner terminated in accordance with the provisions of this Sublease, or automatically and immediately terminated in accordance with Article X of a certain Public School Academy Contract dated December 14, 2007, by and between the Grand Valley State University ("GVSU") and the Subtenant (the "Charter School Contract") For purposes of this Sublease, references to Sublease Term shall include any option to extend exercised in accordance with the terms of this Sublease.

SECTION 3

INCORPORATION OF LEASE; SUBLANDLORD'S COVENANTS

3.1 Incorporation by Reference of Lease

Subtenant hereby acknowledges that the provisions of the Lease are incorporated hereby by reference and that, with the exception of any obligations relating to initial construction contained in either such Exhibits and insurance costs, Subtenant hereby assumes the obligations and duties of Sublandlord and agrees to be bound thereby and further agrees that all restrictions contained in the Lease shall likewise be restrictions upon the operations of Subtenant. The breach by Subtenant of any provision of the Lease shall constitute a breach of this Sublease.

3.2 Incorporation by Reference of Lease

In addition to all representations, covenants and warranties made by Sublandlord herein, Sublandlord hereby represents, covenants and warrants to Subtenant as follows: (a) the Lease is in full force and effect and have not been changed, modified or amended; (b) Sublandlord has the full right and power to execute this Sublease and to sublease the Demised Premises to Subtenant and Subtenant shall peacefully and quietly have, hold and enjoy the Demised Premises with all of the benefits, rights and privileges of Sublandlord under the Lease, including any renewal options; (c) Sublandlord is not in default in the payment of rent or in the performance of any other obligation of Sublandlord under the Lease; (d) Landlord is not in default under the Lease

and has performed its obligations thereunder in a timely manner; (e) to the best of Sublandlord's knowledge and belief, Landlord is the sole owner of the Demised Premises with fee simple title thereof and Sublandlord has not entered into an agreement with anyone for the assignment or sublease of the Demised Premises except with Subtenant and with Mosaic Dance Theatre of Detroit as a subtenant; and (f) Sublandlord agrees to refrain from entering into any amendment to or modification of the Lease that would conflict with or materially limit the rights granted to Subtenant by this Sublease. A copy of any amendment to or modification of the Lease shall be promptly furnished to Subtenant.

SECTION 4

POSSESSION AND COMMENCEMENT OF TERM

4.1 Possession and Commencement of Sublease Term

As provided in the Lease, Landlord shall deliver actual possession of the Demised Premises to Sublandlord (and Sublandlord shall deliver actual possession of the Demised Premises to Subtenant hereunder) on or before the date the Demised Premises are substantially completed meaning the earlier of (i) the date upon which at least two of the school/classroom buildings and the commons building are available for use by the Subtenant or (ii) the date Subtenant occupies all or a portion of the Demised Premises ("Substantial Completion Date"), but if delivery is delayed, the date upon which such possession is delivered shall constitute the "Rent Commencement Date" in lieu of the date provided in Section 1 and the Termination Date provided in Section 1 shall be appropriately extended. As provided in the Lease, Landlord shall when construction progress so permits (and Sublandlord shall when construction progress so permits), notify Subtenant of the anticipated Substantial Completion Date. By occupying the Demised Premises, Subtenant will be deemed to have accepted the Demised Premises. The Rent, as defined herein, due under this Sublease and the term of this Sublease shall commence on the Rent Commencement Date.

4.2 Sublandlord Not Liable For Delays

Under no circumstances shall Sublandlord be liable for any delays in the delivery of possession to Subtenant on the Rent Commencement Date. Subtenant's sole and exclusive remedy shall be the abatement of Rent until the Demised Premises are ready for occupancy and possession is delivered to Subtenant.

4.3 Memorandum

Within 30 days after the delivery of possession to Subtenant, Subtenant shall join with Sublandlord in the execution of a written memorandum confirming the Rent Commencement Date and Termination Date of the Sublease Term. Subtenant's failure to execute the Memorandum (if requested by Sublandlord) shall be a default by Subtenant under this Sublease.

SECTION 5

BASE RENT

5.1 Base Rent

Subtenant shall pay to Sublandlord the Annual Base Rent stated in Section 1, for the Demised Premises during the Sublease Term. The Annual Base Rent shall be payable in one annual payment in advance on the Rent Commencement Date and the first day of each Sublease Year thereafter at the office of Landlord stated in Section 1 of the Lease or such other place designated by Landlord.

5.2 Rent Net of Expenses

Sublandlord and Subtenant intend that the Annual Base Rent due hereunder, together with any adjustments during the Sublease Term shall be absolutely net of all costs, expenses, taxes (real and personal) and charges of every kind and nature whatsoever relating to the ownership, occupancy or use of the Demised Premises.

5.3 Additional Rent

All amounts due from Subtenant and payable to Sublandlord or the provider of any service (such as utilities, maintenance, etc.), if provided direct to Subtenant, excluding Annual Base Rent, including, without limitation, utilities, Taxes (as defined in Section 7.2 of the Lease) and maintenance shall be deemed to be additional rent ("Additional Rent"). Upon Subtenant's failure to pay any such amount, Sublandlord, in addition to any other remedies, shall have the same remedies provided for Subtenant's failure to pay the Annual Base Rent (the Annual Base Rent, together with the Additional Rent, shall be collectively referred to as "Rent"). Subtenant shall pay any and all sums of money or charges required to be paid by Subtenant under this Sublease, including, but not limited to, Additional Rent, promptly when the same are due, without any deductions or setoff whatsoever. Sublandlord will forward to Subtenant any bills Sublandlord receives that Subtenant is obligated to pay, including but not limited to tax, utility and other service bills, within five days of Sublandlord's receipt thereof.

5.4 Sublease Year

Sublease Year shall mean a period of twelve (12) consecutive calendar months, except the last year of the Sublease, which shall expire on the Termination Date. The first Sublease Year shall begin on the Rent Commencement Date if the Rent Commencement Date shall occur on the first day of the month; if not, then the first Sublease Year shall commence on the first day of the month following the Rent Commencement Date. Each succeeding Sublease Year shall commence on the anniversary of the commencement of the first Sublease Year. If the Rent Commencement Date is other than the first day of a month, then the period between the Rent Commencement Date and the first day of the month following the Rent Commencement Date shall be added and be part of the first Sublease Year.

SECTION 6

UTILITIES

Subtenant agrees to pay all charges made against the Demised Premises for gas, heat, water, air conditioning, electricity, sanitary and storm sewage disposition, telephone and all other utilities ("Utilities") during the Sublease Term (but specifically excluding the expenses of bringing into the Building and metering the Utilities, which costs are included as part of Landlord's Improvements) as the same shall become due all of which shall be separately metered and billed directly to Subtenant. Sublandlord shall not be liable to Subtenant for the quality or quantity of any such utilities, or for any interruption in the supply of any such utilities.

SECTION 7

RESERVED

SECTION 8

USE OF DEMISED PREMISES

8.1 Use of Demised Premises

Subtenant shall use and occupy the Demised Premises during the Sublease Term only for (a) the purpose of establishing, managing, and operating a charter high school and attendant office use, and (b) for uses contemplated by a sub-lease to Mosaic Dance Theatre of Detroit and for no other purpose without the prior written consent of the Sublandlord, which may be granted or withheld in its sole and absolute discretion. Subtenant shall not use or permit any person to use the Demised Premises or any part thereof for any use or purpose other than the use stated in this Sublease or in violation of any law, statute, order, ordinance, code, rule or regulation of any federal, state or municipal body or other governmental agency or authority having jurisdiction thereof, including, without limitation, zoning, land use and building ordinances, uses and requirements; occupational safety and health requirements; community right-to-know requirements; the Americans With Disabilities Act of 1990; and state and federal environmental laws (collectively "Laws"), affecting the Demised Premises, if any; provided, however, that Subtenant shall not be responsible for any violation of Laws or any condition at the Demised Premises existing on or before the Sublease Commencement Date. Subtenant shall comply strictly with each and every term, condition and requirement of the Charter School Contract.

8.2 Care of Demised Premises

Subtenant shall keep the Demised Premises orderly, neat, safe and clean and free from rubbish and dirt at all times and shall store all inventory, supplies, trash and garbage within the buildings on the Demised Premises. Subtenant shall keep the driveways and walkways within the Demised Premises free from snow and ice, and shall arrange for the regular removal of snow during the winter months and the pick up of trash and garbage at Subtenant's expense. At the expiration of the Sublease Term, or the sooner termination thereof, Subtenant shall surrender the Demised Premises in as good condition and repair as existed at the time Subtenant took possession, reasonable wear and tear excepted.

8.3 Hazardous Substances

Subtenant shall not cause or permit the Demised Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous substances. Subtenant acknowledges its possession of a certain Baseline Environmental Assessment ("BEA") and a certain Section 7A Compliance Analysis ("Compliance Analysis") prepared by Soil and Materials Engineers, Inc. both dated October 18, 2002 relating to the Demised Premises. Subtenant agrees to comply with any and all response activities set forth in the Compliance Analysis, including, without limitation, maintaining the concrete floors in the buildings located on the Site, the paved parking lot located on the Site, and the 6-inch soil cover mandated by the Compliance Analysis. Subtenant further agrees not to undertake any activities that would further exacerbate any existing contamination on the Demised Premises and to provide Sublandlord with a written report on an annual basis setting forth the results of Subtenant's monitoring and assessment required by the Compliance Analysis.

SECTION 9 INDEMNITY

9.1 Indemnity

To the extent permitted by applicable law, Sublandlord shall defend, indemnify and hold harmless Subtenant's and Subtenant's officers, directors, employees and agents, from and against any and all claims, suits, personal injuries, death, property damage, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses (collectively "Damages") which may be imposed upon, incurred by, or asserted against Subtenant or Subtenant's officers, directors, employees or agents (collectively "Indemnified Parties"), arising directly or indirectly from any (a) occurrence on or about the Demised Premises from any cause whatsoever from and after the Commencement Date and during the Sublease Term, (b) failure of Sublandlord to comply with any provision of this Sublease or the Lease and/or failure of Subtenant to comply with any provision of this Sublease, (c) failure of any subtenant to comply with any provision of any sublease, (d) occupancy or use by Subtenant and/or subtenant of the Demised Premises or any act or omission of Subtenant, Sublandlord, their respective employees, agents, representatives, invitees, licensees and contracting parties or any subtenant, (e) Subtenant's failure to comply with any and all of its obligations and requirements set forth in the Compliance Analysis, or (f) any other claims for which Sublandlord is responsible for indemnifying Landlord under the Lease and any inaccuracy in any representation or the breach of any covenant or warranty of Sublandlord contained in the Lease. The indemnities provided herein shall include attorneys' fees incurred by the Indemnified Parties in connection with such Damages or to enforce the indemnity given hereunder. Sublandlord shall not be required, however, to indemnify Subtenant against Damages arising from Subtenant's gross negligence or willful misconduct. Any liability or loss as to which the Indemnified Parties are entitled under this Section 9.1 and all expenses incurred in connection therewith including, but not limited to, attorneys fees, shall constitute Additional Rent payable upon demand.

9.2 Insurance

Sublandlord shall procure and keep in effect during the Lease Term commercial, general liability insurance on an occurrence basis, including operations and insured contract coverage, for personal injury or death or property damage occurring in, upon or about the Site or Demised Premises or any street, drive, sidewalk, curb or passageway adjacent thereto in the amount reasonably required by Landlord (but in no event less than Ten Million (\$10,000,000) Dollars combined single limit per occurrence, which may be based on a combination of primary coverage plus excess insurance or "umbrella" coverage, as well as all other insurance coverages, including without limitation, property insurance coverage, required under the Lease. Any contractual liability coverage for indemnifications given by Sublandlord under this Sublease shall not in any way limit such indemnifications. Sublandlord and Subtenant shall maintain worker's compensation insurance as required by law, covering their respective employees. Sublandlord and Subtenant will each, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Sublease. Sublandlord and Subtenant shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

9.3 Delivery of Policy and Special Endorsement

The insurance policies required by this Section 9 shall name Subtenant of the Demised Premises as an additional insured and contain provisions, deductibles and special endorsements satisfactory to Landlord. Such insurance policies shall prohibit cancellation, alterations, changes, amendments, modifications, deletions or reductions in coverage either at the insistence of Sublandlord or the insurance company issuing the policy, without at least thirty (30) days prior written notice having been given to Subtenant. All insurance policies shall be written by carriers with a Best rating of B+ or greater. Original Insurance Certificates and copies of insurance policies and all renewals thereof, together with receipts evidencing payment in full of the premiums thereon, shall be delivered promptly to Subtenant prior to Subtenant taking possession and at least thirty (30) days prior to expiration or renewal of such insurance.

SECTION 10

MAINTENANCE AND REPAIRS

10.1 Maintenance And Repairs

Subject to the warranties Landlord receives from any construction contractor, subcontractor or materialman providing services and/or material in connection with the Landlord's Improvements, Subtenant shall, at its sole cost and expense, during the Sublease Term, maintain, repair and replace and keep neat and in good appearance and condition the Demised Premises, including, but not limited to, the roof, exterior, interior, ceiling, electrical system, plumbing system, HVAC system, storm sewers, sanitary sewers, water main, the driveways, walkways, parking area, lighting facilities, landscaping and land, which are part of the Demised Premises; provided, however, that Subtenant shall not be responsible for latent defects at the Demised Premises. The plumbing system, including the sewage facility, serving the Demised Premises shall not be used for any purpose other than for which it was constructed and Subtenant shall not introduce any matter therein which results in blocking such system. Subtenant shall, at its sole

cost and expense, also repair or replace the driveways, walkways, parking areas, and landscaping on the Demised Premises. Subtenant shall, at its sole cost and expense, contract with contractors acceptable to Sublandlord (except in the case of emergency) for the performance of all maintenance, repairs and replacement required of Subtenant under this Sublease. Subtenant shall perform such maintenance, repairs and replacement so as to maintain the Demised Premises in the same condition in which it was delivered to Subtenant, reasonable wear and tear excepted. Such maintenance, repair and replacement obligations of Subtenant shall include items deemed to be capital improvements for tax purposes. The maintenance, repair and replacement obligations of Subtenant hereunder, shall survive termination of this Sublease to the extent such obligations accrued prior to the termination of this Sublease.

Subtenant shall not be responsible for establishing the escrow account contemplated under Section 10.1 of the Lease.

10.2 Compliance With Laws

During the term of this Sublease, Subtenant shall comply with all Laws (as defined in Section 8.1) and make any repairs, additions, modifications or alterations to the Demised Premises, regardless of the nature thereof, which are required by any Laws or Restrictions or required by the insurance carrier to maintain the insurance required under this Sublease; provided, however, that Subtenant shall not be responsible for any conditions existing at the Demised Premises prior to the Sublease Commencement Date.

SECTION 11 **SUBTENANT'S ALTERATIONS**

Subtenant shall not make any structural alterations, additions, modifications or improvements to the Demised Premises without the prior written consent of Sublandlord, which consent may be granted or withheld in the sole and absolute discretion of Sublandlord. Subtenant shall not make any non-structural alterations, additions, modifications or improvements having a cost in excess of \$10,000 to the Demised Premises without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld.

SECTION 12 **WAIVER OF SUBROGATION**

12.1 Waiver of Subrogation

Any property insurance policy carried by Sublandlord or Subtenant or any policy covering both the interest of Sublandlord or Subtenant under this Sublease shall include a provision under which the insurance company waives all right of recovery by way of subrogation against Sublandlord or Subtenant in connection with any loss or damage covered by any such policy. Sublandlord or Subtenant hereby release and discharge each other from any liability whatsoever arising from any loss, damage or injury caused by fire or other casualty to the extent of the insurance covering such loss, damage or injury.

SECTION 13
RESERVED

SECTION 14
RESERVED

SECTION 15
FIXTURES AND EQUIPMENT

All furnishings, fixtures and equipment installed by Sublandlord shall remain the property of Sublandlord at the termination of this Sublease. If Subtenant installs any furnishings, fixtures or equipment during the Term of this Sublease that are incorporated into and/or affixed to the buildings or improvements located on the Demised Premises and cannot be removed without substantial damage or injury to the buildings or improvements, then they shall automatically become the property of Sublandlord upon installation and shall not be removed without Sublandlord's prior written consent, which may be granted or withheld in its sole and absolute discretion. All fixtures and equipment installed by Subtenant and not removed at the termination of the Sublease Term shall remain the property of Sublandlord. In the event Sublandlord consents to such removal, Subtenant shall remove such fixtures in accordance with all applicable Laws and Restrictions and shall repair any such damage or injury in a good and workmanlike manner.

SECTION 16
ASSIGNMENT, SUBLETTING AND TRANSFERS BY SUBTENANT

Subtenant shall not sell, assign, sublet, hypothecate, encumber, mortgage or in any manner transfer this Sublease or any estate or interest therein (including any transfer by operation of law or otherwise), the Demised Premises or any part thereof or permit the use of the Demised Premises by any person or entity other than Subtenant (collectively "Transfer") without the prior written consent of the Sublandlord, which may be granted or withheld in its sole and absolute discretion.

SECTION 17
RESERVED

SECTION 18
DEFAULT, RE-ENTRY AND DAMAGES

18.1 Default

The following shall constitute a default ("Default") under this Sublease:

- (a) Subtenant fails to pay within seven days of the due date any Base Rent or Additional Rent due hereunder on the day the same shall be due;

- (b) Subtenant fails to perform any of the terms and conditions under this Sublease, other than the payment of Base Rent or Additional Rent, and such failure remains uncured for thirty (30) days following written notice;
- (c) Subtenant shall file bankruptcy or Subtenant shall become insolvent;
- (d) Subtenant has abandoned or vacated the Demised Premises;
- (e) Subtenant fails to meet any one or more of the following performance standards related to the operation of the charter high school ("Charter High School") located on the Demised Premises:
 - 1. 90% of the freshman high school class entering the Charter High School each year shall graduate within five years as measured by the Michigan Department of Education graduation rate formula. In addition, the Charter High School shall report to the Sublandlord on the number of those students who transfer after the age of 16 that fail to earn a high school degree.
 - 2. At least 90% of all the students in each freshman class shall re-enroll in the Charter High School for their second year.
 - 3. At least 83% of all students in each freshman class shall re-enroll in the Charter High School for their third year.
 - 4. At least 80% of all students in each freshman class shall re-enroll in the Charter High School for their fourth year.
 - 5. 90% of the students who graduate each year from the Charter High School shall enroll in college or other post-secondary studies or the military.
 - 6. Average daily attendance rate for students at the Charter High School shall be at least 90% for each year.
 - 7. The graduates of the Class of 2010 must average at least 17 on the ACT, those of the Class of 2011 at least 18 on the ACT, those of the Class of 2012 at least 19 on the ACT, those of the Class of 2013 at least 20 on the ACT, and those of the Class 2014 at least 21 on the ACT.
 - 8. For every freshman class subsequent to the class of 2003, the enrollment rate for the following school year and each year thereafter shall be at a rate such that the graduation rates specified in this Section 18.1(e) can be mathematically obtained. In the event this is untrue for any year, such event shall constitute a Default.
 - 9. At least 90% of the parents of students enrolled in the Charter High School shall attend the four learning conferences scheduled at the Charter High School each school year;

10. The enrollment of the incoming freshman class for each and every year during the term of this Sublease shall be 100 or more students;

- (f) Intentionally Deleted.
- (g) The failure of Subtenant to establish policies required by the Charter School Contract in a timely manner, as required by such Charter School Contract.
- (h) The termination or expiration of the Charter School Contract or any failure to renew or extend such Charter School Contract for any reason or no reason; unless replaced as provided in Paragraph 2.2 [of the Charter School Contract] prior to the commencement of the next School Year. In the event the Charter School Contract is terminated during the School Year, thereby prohibiting the Tenant from operating a Charter High School in accordance with state law, this Sublease shall terminate automatically.
- (i) A default under the Lease, dated April July 1, 2008, between Landlord and Sublandlord for the charter Elementary School I located at 957 Holden and/or the Lease, dated July 1, 2008, for the charter Elementary School II, located at 435 Amsterdam and/or the Lease dated August 15, 2008 for the charter Middle School located at 5300 / 5310 Antoinette, all located in Detroit, MI 48202, that are not cured within the time specified in such Elementary, Middle School and High School leases, shall be a default under this Sublease.
- (j) A default under the terms of any and all loan arrangements that University Preparatory Academy and/or Sublandlord may have from time to time with the Thompson Educational Foundation that are not cured within the time specified in such loan agreement, shall be a default under this Sublease.

18.2 Sublandlord's Remedies Upon Default

A. Immediately upon Subtenant's Default under this Sublease, except (i) in the case of Subtenant's Default under 18.1(e)(1-15), then one year from Subtenant's failure to meet any of the performance criteria set forth therein, and (ii) in the case of a Subtenant's Default under 18.1(f), if during a School Year, then by July 15, Sublandlord shall, in addition to all of its other remedies under this Sublease and available at law or in equity, have the right to re-enter the Demised Premises, in accordance with applicable law, to remove all persons and property therefrom. Upon such Default, Sublandlord, at its option, may either terminate this Sublease, or without terminating this Sublease, relet the Demised Premises or any part thereof on such terms and conditions as Sublandlord deems advisable in its sole and absolute discretion. No such eviction, entry or taking of possession of the Demised Premises, whether through summary eviction proceedings or by self-help, shall be construed as an election on its part to terminate this Sublease unless Sublandlord provides written notice of such intention to Subtenant or unless termination is declared by a court of competent jurisdiction.

B. In addition to any other remedy provided for herein, if Sublandlord brings suit to recover possession of the Demised Premises or money due under this Sublease or a suit for the breach of an obligation Subtenant should have performed under the Sublease and if the Sublandlord prevails, the Subtenant shall pay the Sublandlord for expenses incurred in the action, including reasonable attorneys fees. Such expenses shall be deemed to have an incurred when the action commences and shall be enforced whether or not the action is prosecuted to judgment. In the event Subtenant prevails in any lawsuit in connection with the Demised Premises, Subtenant shall have its expenses, including reasonable attorney fees, paid by Sublandlord.

18.3 Waiver of Jury Trial and Counterclaim

In the event Sublandlord commences any proceedings for non-payment of Rent, Additional Rent, or any other amount payable to Sublandlord by Subtenant, Subtenant shall not interpose any counterclaim of whatsoever nature or description in any such proceeding unless same is a compulsory or mandatory counterclaim. This shall not, however, be construed as a waiver of Subtenant's right to assert such a claim in any separate action brought by Subtenant. Sublandlord and Subtenant waive trial by jury in any action or proceeding brought by either party on any matter whatsoever arising out of or in any way connected with this Sublease, the relationship of lessor and lessee, Subtenant's use or occupancy of the Demised Premises, or any claim of injury or damage.

SECTION 19

QUIET ENJOYMENT

Sublandlord covenants that so long as Subtenant is not in Default the terms and conditions of this Sublease, Subtenant may peacefully and quietly hold and enjoy the Demised Premises for the Sublease term without interference by Sublandlord or any person claiming by, through or under Sublandlord.

SECTION 20

SUBTENANT'S REMEDIES

20.1 Default by Sublandlord

Any provision in this Sublease or the Lease to the contrary notwithstanding, if Sublandlord fails to perform its obligations under this Sublease and such failure (a) interferes substantially with the normal use of the Demised Premises as allowed in this Sublease, and (b) continues for more than three (3) consecutive business days, then the Annual Base Rent shall be proportionately abated until such interference is eliminated or the Demised Premises are otherwise rendered tenantable again. If Sublandlord fails to perform its obligations under this Sublease and the interference resulting therefrom continues for a period of thirty (30) or more consecutive days, then Subtenant shall have the right and option to cancel this Sublease by giving written notice to Sublandlord within fifteen (15) days after the end of such thirty (30) day period.

20.2 Subtenant's Remedies

In the event Sublandlord shall fail to pay any sum provided to be paid by it under the Lease and not provided to be paid or reimbursed by Subtenant pursuant to this Sublease, or if Sublandlord shall be in default of any of the other provisions of the Lease, which default is not the result of any default by Subtenant under this Sublease or the Lease and Sublandlord fails to remedy any such default within the time provided in the Lease, Subtenant, in addition to any other rights or remedies that Subtenant may have at law or in equity, may recover any actual damages sustained by Subtenant as a result of Sublandlord's default plus Subtenant's reasonable attorneys' fees. Subtenant, at Subtenant's option, may cure at Sublandlord's sole expense, any such default of which Sublandlord shall first have been given notice, and all sums expended by Subtenant in curing such default shall be due and payable by Sublandlord upon receipt of Subtenant's demand therefor. Upon receipt, Sublandlord shall promptly furnish Subtenant with a copy of each notice, demand, or correspondence delivered to Sublandlord from the Landlord under the Lease. Likewise, Subtenant shall promptly furnish Sublandlord copies of each such notice, demand, or correspondence received from Landlord. Sublandlord understands and agrees that Subtenant shall have the option to assume the position of Sublandlord in any proceeding to enforce any term or condition of the Lease which Sublandlord has the right to enforce. Sublandlord agrees to join with Subtenant in any such proceedings in the event such action becomes necessary in the reasonable opinion of Subtenant.

SECTION 21

OPTION TO EXTEND

21.1 Option to Extend Sublease Term

So long as Subtenant is not in Default under this Sublease and provided that Sublandlord has exercised its Option to Extend contained in the Lease, Subtenant shall have an option to extend the Sublease Term on the same terms and conditions (excepting revised performance standards proposed by Sublandlord to those set forth in Section 18.1(e)) set forth herein for a period of five (5) years ("Option Period") in accordance with the terms of this Section 21 ("Option to Extend").

The Option to Extend the Sublease Term is personal to the Subtenant and is not transferable or exercisable by any transferee.

21.2 Exercise of Option

If this Sublease and the Lease are in full force and effect and if Sublandlord has exercised its Option to Extend the Lease pursuant to and in accordance with the terms of the Lease, and Subtenant complies with Section 21.1, Subtenant may exercise the Option to Extend by providing Sublandlord with written notice of exercise not more than fifteen (15) months or less than twelve (12) months prior to the expiration of the initial five year Term provided Subtenant is in compliance with the performance standards for the Charter High School set forth in this Sublease, and agrees to comply with updated performance standards proposed by Sublandlord for the Option Period.

SECTION 22 **MISCELLANEOUS**

22.1 Condition of Demised Premises

This Sublease and exhibits attached hereto and forming a part hereof, set forth all of the covenants, agreements, stipulations, promises, conditions, understandings and representations, hereinafter collectively "Representations" between Sublandlord and Subtenant concerning the Demised Premises and the buildings and improvements to be constructed thereon. Sublandlord and Subtenant agree that there are no Representations other than set forth herein and agree to make no claims against each other based upon Representations not set forth herein.

22.2 Modification

This Sublease shall not be modified or amended unless by a writing signed by Sublandlord and Subtenant.

22.3 Notices

Any notices or demands required under this Sublease shall be in writing addressed to the party at the address set forth Section 1 or such changed address provided in writing by such party and shall be served as follows: (a) by personal service with service being effective upon delivery, or (b) by certified mail, return receipt requested, with service being effective two (2) days after mailing, or (c) by telecopy, facsimile or other form of telecommunication, with service being effective upon the date of transmission with reasonable evidence that the transmission was sent, or (d) by recognized overnight courier service, with service being effective one (1) day after delivery to such courier service.

22.4 Survival

Any obligation of Subtenant under this Sublease which is not performed in full prior to the termination of this Sublease shall survive the termination of this Sublease and continue in full force and effect until performed in full.

22.5 Captions and Section Numbers

The captions, section numbers, article numbers, and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Sublease nor in any way affect this Sublease.

22.6 Construction

This Sublease shall be construed and enforced in accordance with the laws of the State of Michigan. If any provision of this Sublease, or the application thereof to any person or circumstances, shall, to any extent be invalid or unenforceable, the remaining provisions of this Sublease shall not be affected thereby and shall be valid and enforceable.

22.7 Binding Effect

This Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and permitted transferees.

22.8 Joint Drafting

Sublandlord and Subtenant acknowledge and agree that each has joined in and contributed to the drafting of this Sublease and as a result there shall be no presumption in construing the provisions of this Sublease favoring or burdening either Sublandlord or Subtenant based upon draftsmanship or similar rule of construction.

22.9 Counterparts

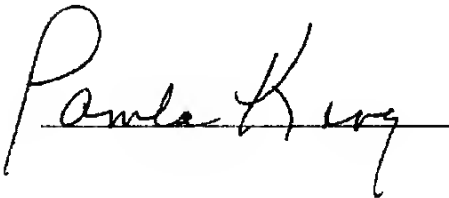
This Sublease may be executed in any number of separate counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same document.

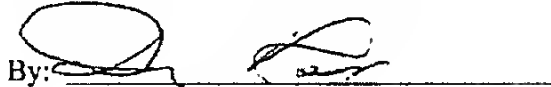
IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Sublease on the day and year first above written.

IN THE PRESENCE OF:

SUBLANDLORD:

New Urban Learning,
a Michigan non-profit corporation



By: 

Its: 

Rockwell A. Luf

SUBTENANT:

**PUBLIC SCHOOL ACADEMIES OF DETROIT,
a Michigan non-profit corporation**

By: Rockwell A. Luf

Its: President

CONSENTED TO BY:

**TEF-ONE, LLC,
a Michigan limited liability company**

By: John L. Cleary

Its: V.I. Finance and Real Estate

Anthony Ebejer

EXHIBIT A
LEGAL DESCRIPTION OF DEMISED PREMISES

LAND SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN, AS DESCRIBED AS:

PARCEL A:

THE EASTERLY 321.06 FEET OF THE SOUTH 1/2 OF LOTS 1 THROUGH 25, BLOCK 16, AND THE EASTERLY 218.89 FEET OF THE NORTH 1/2 OF LOTS 1 THROUGH 25, BLOCK 16, CASS FARM COMPANY, LIMITED SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 19, PAGE 35, WAYNE COUNTY RECORDS.

PARCEL B:

LOTS 1 THROUGH 7, INCLUSIVE, LOTS 21 THROUGH 25, INCLUSIVE, AND PART OF LOTS 8 AND 20 OF BLOCK 16, TOGETHER WITH VACATED PUBLIC ALLEYS WITHIN SAID BLOCK OF CASS FARM COMPANY LIMITED SUBDIVISION OF BLOCKS 111, 112, 113, 114, 115, 116, 118, 119 AND A PART OF BLOCK 117 CASS FARM AS RECORDED IN LIBER 19, PAGE 35, WAYNE COUNTY RECORDS AND ALSO THAT PART OF VACATED THIRD AVENUE (VARIABLE WIDTH) BETWEEN ANTOINETTE (60 FEET WIDE) AND YORK STREET (60 FEET WIDE) AS DESCRIBED IN QUIT CLAIM DEED LIBER 17416, PAGE 575, WAYNE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 16 OF SAID CASS FARM COMPANY LIMITED SUBDIVISION, THENCE SOUTH 66°58'00" WEST ALONG THE NORTHERLY LINE OF ANTOINETTE STREET (60 FEET WIDE) A DISTANCE OF 9.36 FEET TO THE EASTERLY LINE OF THIRD AVENUE (VARIABLE WIDTH) AS RELOCATED AND A POINT OF CURVATURE; THENCE ALONG THE EASTERLY LINE OF SAID THIRD AVENUE (VARIABLE WIDTH) AS RELOCATED ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 93.31 FEET (93.29 FEET RECORD), A RADIUS OF 1947.00 FEET, A CENTRAL ANGLE OF 2°44'45" (2°44'43" RECORD), A CHORD LENGTH OF 93.30 FEET (93.28 RECORD) AND A CHORD BEARING OF NORTH 30°29'26" EAST (SOUTH 30°48'38" EAST RECORD); THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID THIRD AVENUE (VARIABLE WIDTH) AS RELOCATED NORTH 31°51'47" WEST (NORTH 32°10'59" WEST RECORD) A DISTANCE OF 114.92 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID THIRD AVENUE (VARIABLE WIDTH) AS RELOCATED, ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 114.39 FEET, A RADIUS OF 1873.00 FEET, A CENTRAL ANGLE OF 3°29'57", A CHORD LENGTH OF 114.37 FEET AND A CHORD BEARING OF NORTH 30°06'49" WEST (NORTH 30°26'01" WEST RECORD) TO THE SOUTHERLY LINE OF YORK STREET (60 FEET WIDE); THENCE NORTH 66°57'19" EAST ALONG THE SOUTHERLY LINE OF YORK STREET (60 FEET WIDE) A DISTANCE OF 406.17 FEET TO A POINT ON THE SOUTHERLY LINE OF YORK STREET (60 FEET WIDE); THENCE SOUTH 22°53'21" EAST A DISTANCE OF 159.82 FEET TO A POINT ON THE CENTER LINE OF AN ALLEY (20 FEET WIDE); THENCE SOUTH 66°57'39" WEST ALONG THE CENTER LINE OF AN ALLEY (20 FEET WIDE) A DISTANCE OF 102.17 FEET TO A POINT; THENCE SOUTH 22°53'21" EAST A DISTANCE OF 159.81 FEET TO A POINT ON THE NORTHERLY LINE OF ANTOINETTE STREET (60 FEET WIDE); THENCE SOUTH 66°58'00" WEST ALONG THE NORTHERLY LINE OF ANTOINETTE STREET (60 FEET WIDE) A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

PARCEL C:

LOT 10, BLOCK 17, CASS FARM COMPANY LIMITED SUBDIVISION OF BLOCKS 111, 112, 113, 114, 115, 116, 118, 119 AND PART OF BLOCK 117 OF CASS FARM, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 19 OF PLATS, PAGE 35, WAYNE COUNTY RECORDS.

PARCEL D:

LOTS 6, 7, 8, AND 9, BLOCK 17, CASS FARM COMPANY LIMITED SUBDIVISION OF BLOCKS 111, 112, 113, 114, 115, 116, 118, 119 AND PART OF BLOCK 117 OF CASS FARM, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 19 OF PLATS, PAGE 35, WAYNE COUNTY RECORDS





8165 Graphic Drive NE, P.O. Box 450
Belmont, Michigan 49306
(616) 866-6933
Fax: (616) 866-5262
www.rockfordconstruction.com

MEMORANDUM

TO: Doug Ross, UPA
Terry Kochis, UPA
John Cleary, Thompson Foundation
Joe Kuhn, Granger Group

VIA FACSIMILE: (313) 831-4197
(248) 514-1310
(734) 453-6475
(616) 224-0148

FROM: Jayme Thayer

DATE: August 16, 2004

RE: UPA

Attached are all five (5) final inspections for the UPA project for your files.

Please contact Roger Rehkopf with any questions, (616) 866-5211.

RR/jlt

J:\03015\Memo\Owner Group 081604 (Fire Inspections).doc

Bureau of Construction Codes &
Fire Safety
P.O. Box 30780
Lansing, MI 48808-8200
www.michigan.gov

DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
INSPECTION REPORT

FACILITY NAME University Preparatory Academy	INSPECTION DATE 10-2-03	COUNTY Wayne	PROJECT 2778-02
ADDRESS 700 Antoinette	FACILITY TYPE School-Private	RULES/CODES School - 99	JOB/IFAC. NO. 220317
CITY, STATE ZIP CODE Detroit, MI 48202	FACILITY REPRESENTATIVE Doug Ross	INSPECTION TYPE Inspection - Final	
FACILITY PHONE	PHONE 2	FACILITY FAX	


RE: Building A Final

Project Closed - Final Approval

Fire Alarm 12A documented 9-2-03
Sprinkler 12A documented 7-15-03
Final electrical granted 8-20-03

cc: Doug Ross
University Preparatory
Academy
700 Antoinette
Detroit, MI 48202

Pat Corderman
Fax: 616-868-5262

FIRE SAFETY CERTIFICATION		PROJECT STATUS	REVIEWED BY
Approved		Closed	✓
INSPECTING OFFICIAL	ADDRESS		
Mick Dingman	24155 Drake Road		
SIGNATURE OF OFFICIAL	Farmington, MI 48355		
	TELEPHONE		
	248-888-8802		
	FAX		
248-888-8780			mvdngm@michigan.gov
E-MAIL			
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BCCFS-40 (Rev. 9/03)			

AUG. 16. 2004 2:45PM

ROCKFORD. CONSTRUCTION

NO. 3233 P. 3/6

Sent By: State of Michigan:

248 888 8760;

Nov-25-03 1:38PM;

Page 2/2

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www.michigan.gov

DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
INSPECTION REPORT

FACILITY NAME University Preparatory Academy	INSPECTION DATE 11-20-03	COUNTY Wayne	PROJECT 2555-02
ADDRESS 700 Antoinette	FACILITY TYPE School-Charter	RULEBOOK# School - 99	JOB/UCFAC NO. 220317
CITY, STATE ZIP CODE Detroit, MI 48202	FACILITY REPRESENTATIVE Doug Ross		INSPECTION TYPE Inspection - Final
FACILITY PHONE	PHONE	FACILITY FAX	


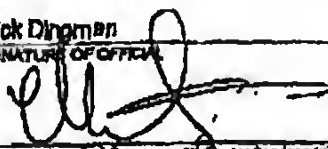
RE: Building B Final

A final fire safety inspection was completed this date. The following deficiencies must be corrected prior to final approval of this project.

Fire Alarm 12A documented 10-24-03
Sprinkler 12A documented 8-28-03
Final electrical granted LE283985

cc: Doug Ross
University Preparatory
Academy
700 Antoinette
Detroit, MI 48202

Pat Corderman
Rockford Construction
Fax: 816-858-5262

FIRE SAFETY CERTIFICATION Approved	PROJECT STATUS Closed	REVIEWED BY 
SUPERVISING OFFICIAL Mick Dingman	ADDRESS	24155 Drake Road Farmington, MI 48355
SIGNATURE OF OFFICIAL 	TELEPHONE	248-888-8802
	FAX	248-888-8760
	EMAIL	mvdngm@michigan.gov
<p><small>The Department of Consumer & Industry Services will not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.</small></p>		<p><small>Authority: PA307 of 1941, as amended Required Penalty: Manufacturer</small></p>

Distribution: Architect, SHE/BR/ED, Facility, Fire, Local Fire Department, BCCFS

Page 1 of 1

AUG. 16. 2004 2:45PM

ROCKFORD. CONSTRUCTION

NO. 3233 P. 4/6



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Lansing, MI 48909-8200
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DEPARTMENT OF CONSUMER & INDUSTRY SERVICES INSPECTION REPORT

FACILITY NAME University Preparatory Academy	INSPECTION DATE 11-20-03	COUNTY Wayne	PROJECT 2772-02
Address 700 Antoinette	FACILITY TYPE School-Charter	SCHOOL CODES School - 88	JOB LOG/FAC. NO. 220317
CITY, STATE ZIP CODE Detroit, MI 48202	FACILITY REPRESENTATIVE Doug Ross		INSPECTION TYPE Inspection - Final
FACILITY PHONE	PHONE 2	FACILITY FAX	

RE: Building C Final

A final fire safety inspection was completed this date. The following deficiencies must be corrected prior to final approval of this project.

Fire Alarm 12A received 10-24-03
Sprinkler 12A received 8-25-03
Final electrical received LE283886

cc: Doug Ross
University Preparatory
Academy
700 Antoinette
Detroit, MI 48202

Pat Corderman
Rockford Construction
Fax: 818-888-6262

FIRE SAFETY CERTIFICATION	PROJECT STATUS	REVIEWED BY
Approved	Closed	<i>Q</i>
SUSPECTING OFFICIAL	ADDRESS	24155 Drake Road
Mick Dingman	TELEPHONE	Farmington, MI 48355
SIGNATURE OF OFFICIAL	FAX	248-888-8802
<i>[Signature]</i>	E-MAIL	248-888-8760
		mvdngm@michigan.gov
<p>Department of Consumer & Industry Services will not discriminate against any individual or group on the basis of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you are a person with a disability, you may request a copy of this document in large print, Braille, or other accessible format.</p>		<p>Authority: FACT of 1991, as amended Complaints: Required Penalty: Michigan Code</p>

Form 1000-10 (Rev. 1/03)
BCCFB-40 (Rev. 1/03)

Distribution: Architect, BHS/HR/ED, Facility, File, Local Fire Department, BCCFB

Page 1 of 1.

AUG. 16. 2004 2:46PM
Sent By: State of Michigan;

ROCKFORD. CONSTRUCTION
248 888 8850;

Aug-13-04 11:18AM; NO. 3233 P. 5/6
Page 1 of 1

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Lansing, MI 48209-0700
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DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
INSPECTION REPORT

FACILITY NAME University Preparatory Academy	INSPECTION DATE 8-14-03	COUNTY Washtenaw	PROJECT 2773-02
ADDRESS 700 Anselmetti	FACILITY TYPE School-Charter	RULING/ORDER School - 88	JOB/ORDER NO. 220817
CITY, STATE & ZIP CODE Detroit, MI 48202	FACILITY REPRESENTATIVE Pat Cardman	INSPECTION TYPE Inspection - Final	
FACILITY PHONE	PHONE 616-674-0220	FACILITY FAX	

RE: Building D

A final fire safety inspection was completed this date. There were no deficiencies. Full approval.

OFS 12A's Received

Fire Alarm 9-2-03


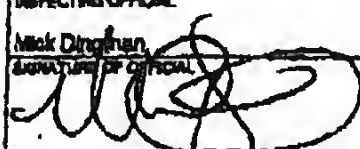
Sprinkler 7-15-03

Final Electrical # LE287843

Health approval not required

cc: Integrated Architecture
4090 Lake Drive
Grand Rapids, MI 49546
TX. 616-674-8220

University Preparatory
Academy
Doug Ross
8314 St. Antoine
Detroit, MI 48202

FIRE SAFETY CERTIFICATION	PROJECT STATUS	REVIEWED BY
Approved	Closed	
INSPECTING OFFICIAL	ADDRESS	24155 Drake Road
Mark Dingman	TELEPHONE	Farmington, MI 48335
	FAX	248-888-8802
SIGNATURE OF OFFICIAL	E-MAIL	248-888-8760
		markdm@michigan.gov
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SCCF-48 (Rev. 8/02)

Notarization? Attached, YES/NO/SEE, Facility, Fire, Local Fire Department, SCCF'S

Page 1 of 1

AUG. 16. 2004 2:46PM
Sent by: state of michigan;

ROCKFORD. CONSTRUCTION

248 888 8850;

NO. 3233
Aug-12-04 11:16AM;

P. 6/6
Page 1/2

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Lansing, MI 48200-6200
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DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
INSPECTION REPORT

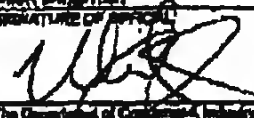
FACILITY NAME University Preparatory Academy	INSPECTION DATE 8-14-03	COUNTY Wayne	PROJECT 2774-02
ADDRESS 700 Antoinette	FACILITY TYPE School-Public	ALIAS CODES School - PS	INSPECTION NO. 220317
CITY, STATE ZIP CODE Detroit, MI 48202	FACILITY ALTERNATIVE Drug Recs	INSPECTION TYPE Inspection - Final	
FACILITY PHONE	PHONE 1 616-574-0220	FACILITY FAX	

RE: New School Building BLDG E

Project Closed Full Approval

Fire alarm 12A documented 8-2-03
Sprinkler 12A documented 7-18-03
Electrical granted 8-28-03

University Preparatory Academy
BLDG E
700 Antoinette
Detroit, MI 48202

FIRE SAFETY CERTIFICATION	PROJECT STATUS	REVIEWED BY
Approved	Closed	Q
INSPECTING OFFICIAL	ADDRESS	24153 Drake Road
Mick Dingert	TELEPHONE	Farmington, MI 48335
SIGNATURE OF OFFICIAL	FAX	248-888-8802
	EMAIL	248-888-8790
The Department of Consumer & Industry Services will not discriminate against any individual or group because of race, sex, religion, age, marital status, color, sexual orientation, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Agency.		Activity: VISIT or 1041, as attached Completion: Required Priority: Minimum

BCCPS-03 (Rev. 8/03)

Distribution: Architect, SHS/RS/ED, Facility, Fire, Local Fire Department, BCCPS

Page 1 of 1

UPA Middle School
5310 St. Antoine
Detroit, MI 48202

EXHIBIT 2

LEASE

Between

LANDLORD: TEF-TWO, LLC
a Michigan limited liability company,

And

TENANT: PUBLIC SCHOOL ACADEMIES OF DETROIT,
a Michigan nonprofit corporation

Dated: June 30, 2013

LEASE

SECTION 1
SCHEDULE

LANDLORD: NAME: TEF-TWO, LLC
ADDRESS: P.O. Box 6349, Plymouth, MI 48170

TENANT: NAME: PUBLIC SCHOOL ACADEMIES OF
DETROIT
ADDRESS: 600 Antoinette, Detroit, MI 48202

DEMISED PREMISES: Land located in the City of Detroit, Wayne County, Michigan at 5310 St. Antoine, Detroit, Michigan 48202, as described in the legal description attached as Exhibit A ("Site" or "Demised Premises"), together with all improvements located thereon, including without limitation the existing buildings, furnishings, fixtures, equipment, parking areas and related site improvements – The University Preparatory Academy Middle School.

LEASE TERM: July 1, 2013 until June 30, 2018 unless terminated sooner pursuant to Paragraph 2.2.

COMMENCEMENT DATE: The term of this Lease shall commence on July 1, 2013.

RENT COMMENCEMENT DATE: July 1, 2013.

SCHOOL YEAR: July 1 to June 30

TERMINATION DATE: June 30, 2018

BASE RENT: The Annual Base Rent shall be \$1.00.

EXHIBITS ATTACHED: "A" - Legal Description of Site
"B" – Performance Standards
"C" – Schedule of Annual Cap Ex Amounts

SECTION 2

GRANT AND TERM

2.1 Demised Premises

Landlord, in consideration of the rents to be paid and the covenants, promises and agreements to be performed by Tenant, does hereby lease to Tenant and Tenant hereby rents from Landlord, the Demised Premises described in Section 1.

2.2 Term

The term of this Lease shall be for the Lease Term, unless the Lease Term is extended or sooner terminated in accordance with the provisions of this Lease. Also, the Lease Term shall immediately terminate if Tenant's authorization to operate the Elementary School is terminated in accordance with Article X of a certain Contract to Charter One or More Urban High School Academies and Related Documents dated December 14, 2007, as amended, by and between GVSU Board of Trustees ("Authorizer") and the Public School Academies of Detroit (the "Charter School Contract").

SECTION 3

INTENTIONALLY OMITTED

SECTION 4

POSSESSION AND COMMENCEMENT OF TERM

4.1 Possession and Commencement of Lease Term

Landlord shall deliver actual possession of the Demised Premises to Tenant on or before the Commencement Date, specified in Section 1. On the Lease Commencement Date, Tenant will be deemed to have accepted the Demised Premises. The Rent, as defined herein, due under this Lease and the term of this Lease shall commence on the Rent Commencement Date.

4.2 Landlord Not Liable For Delays

Under no circumstances shall Landlord be liable for any delays in the delivery of possession to Tenant on the Commencement Date. Tenant's sole and exclusive remedy shall be the abatement of Rent until the Demised Premises are ready for occupancy and possession is delivered to Tenant.

SECTION 5

BASE RENT

5.1 Base Rent

Tenant shall pay to Landlord the Annual Base Rent stated in Section 1, for the Demised Premises during the Lease Term. The Annual Base Rent shall be payable in one annual

payment in advance of the Rent Commencement Date and the first day of each Lease Year thereafter at the office of Landlord stated in Section 1 or such other place designated by Landlord.

5.2 Rent Net of Expenses

Landlord and Tenant intend that Base Rent due hereunder, together with any adjustments during the Lease Term shall be absolutely net of all costs, expenses, taxes (real and personal) and charges of every kind and nature whatsoever relating to the ownership, occupancy or use of the Demised Premises. To the extent permitted by law and without waiving any privilege or immunity, Tenant shall indemnify and hold Landlord harmless from and against any such costs, expenses, taxes (real or personal) and charges for which Tenant is responsible under this Lease.

5.3 Additional Rent

All amounts due from Tenant and payable to Landlord or the provider of any service (such as Utilities, as defined below, maintenance, etc.), if provided direct to Tenant, excluding Annual Base Rent, including, without limitation, Utilities, Taxes (as defined below), maintenance and insurance costs shall be deemed to be additional rent ("Additional Rent"). Upon Tenant's failure to pay any Additional Rent, Landlord, in addition to any other remedies, shall have the same remedies provided for Tenant's failure to pay Base Rent (Base Rent, together with the Additional Rent, shall be collectively referred to as "Rent"). Tenant shall pay any and all sums of money or charges required to be paid by Tenant under this Lease, including, but not limited to, Additional Rent, promptly when the same are due, without any deductions or setoff whatsoever. Landlord will forward to Tenant any bills Landlord receives that Tenant is obligated to pay, including but not limited to Tax, Utility and other service bills, within five (5) days of Landlord's receipt thereof.

5.4 Lease Year

"Lease Year" shall mean a period of twelve (12) consecutive calendar months, commencing July 1, 2013 and ending on June 30, 2018. The first Lease Year shall begin on the Rent Commencement Date. Each succeeding Lease Year shall commence on the anniversary of the commencement of the first Lease Year.

SECTION 6 **UTILITIES**

Tenant agrees to pay all charges made against the Demised Premises for gas, heat, water, air conditioning, electricity, sanitary and storm sewage disposition, telephone and all other utilities (collectively, the "Utilities") during the Lease Term (but specifically excluding the expenses of bringing Utilities to the Site and to the improvements constituting the Landlord Improvements and separately metering the Utilities, which costs are included as part of the Landlord Improvements) as the same shall become due all of which shall be separately metered and billed directly to Tenant. Landlord shall not

be liable to Tenant for the quality or quantity of any such Utilities, or for any interruption in the supply of any such Utilities.

SECTION 7

TAXES AND ASSESSMENTS

7.1 Obligation

Tenant agrees to pay to Landlord as Additional Rent any and all Taxes (as defined below) assessed against the Demised Premises or any personal property located on the Demised Premises for each Lease Year or partial Lease Years during the Lease Term.

7.2 Definition

"Taxes" shall be defined as: (a) all taxes (either real or personal), assessments (general or specific), all water and sewer charges, and all other governmental impositions, which may be levied during the Lease Term upon the land, buildings or improvements comprising the Demised Premises or any part thereof; (b) all other taxes and other charges imposed by the State of Michigan or any subdivision thereof which: (1) are in replacement of or in lieu of increases in all or any part of ad valorem taxes as sources of revenue and (2) are based in whole or in part upon Demised Premises or any interest therein or the ownership thereof, or the rents, profits or other income therefrom, including, without limitation, income, single business, franchise, excise, license, privilege, sales, use, and occupancy taxes; (c) a tax or surcharge of any kind or nature upon, against or with respect to the parking areas or the number of parking spaces on the Demised Premises; and (d) all costs and expenses incurred by Landlord during the Lease Term for negotiations for or contests of the amount of such taxes and assessments, without regard to the result, including, without limitation, actual attorneys' fees; provided, that Tenant pre-approves such contests for taxes or assessments. Taxes shall not include any tax on the net income of Landlord, except to the extent included in subparagraph (b) above.

7.3 Payments

Taxes on the Demised Premises levied or assessed for or during the Lease Term shall be paid to Landlord within ten (10) days after Landlord delivers to Tenant a statement for such Taxes. The Taxes for the years in which this Lease commences and terminates shall be prorated on a due date and per diem basis for the number of days comprising the portion of such Lease Years.

7.4 Tenant's Taxes

Tenant shall pay all real and personal property taxes levied or assessed against Tenant's property and improvements upon or affixed to the Demised Premises, including taxes attributable to all alterations, additions, or improvements made by Tenant.

SECTION 8

USE OF DEMISED PREMISES

8.1 Use of Demised Premises

Tenant shall use and occupy the Demised Premises during the Lease Term only for (a) the purpose of establishing, managing, and operating an urban high school academy for use as an middle school known as the University Preparatory Academy Middle School and attendant office use, and for no other purpose without the prior written consent of Landlord, which may be granted or withheld in its sole and absolute discretion. Tenant shall not use or permit any person to use the Demised Premises or any part thereof for any use or purpose other than the use stated in this Lease or in violation of any law, statute, order, ordinance, code, rule or regulation of any federal, state or municipal body or other governmental agency or authority having jurisdiction thereof, including, without limitation, zoning, land use and building ordinances, uses and requirements; occupational safety and health requirements; community right-to-know requirements; the Americans With Disabilities Act of 1990; and state and federal environmental laws (collectively "Laws") affecting the Demised Premises, if any; provided, however, that Tenant shall not be responsible for any violation of Laws or any condition at the Demised Premises existing on or before the Lease Commencement Date. Tenant shall comply strictly with each and every term, condition, and requirement of the Charter School Contract.

8.2 Care of Demised Premises

Tenant shall keep the Demised Premises orderly, neat, safe and clean and free from rubbish and dirt at all times and shall store all inventory, supplies, trash and garbage within the buildings on the Demised Premises. Tenant shall keep the driveways and walkways within the Demised Premises free from snow and ice, and shall arrange for the regular removal of snow during the winter months and the pick-up of trash and garbage at Tenant's expense. At the expiration of the Lease Term, or the sooner termination thereof, Tenant shall surrender the Demised Premises in a substantially similar condition and repair as existed at the time Tenant took possession, reasonable wear and tear excepted.

8.3 Hazardous Substances

Tenant shall not use, cause or permit the Demised Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous substances.

SECTION 9

INDEMNITY

9.1 Indemnity

To the extent permitted by applicable law and without waiving any privilege or immunity, Tenant shall defend, indemnify and hold harmless Landlord and Landlord's officers, directors, employees and agents (regardless of any negligence imputed to Landlord by law due to its ownership of the real property involved), from and against any and all claims, suits, personal injuries, death, property damage, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable legal, accounting,

consulting, engineering and other expenses (collectively "Damages") which may be imposed upon, incurred by, or asserted against Landlord or Landlord's officers, directors, employees or agents (collectively "Indemnified Parties"), arising directly or indirectly from any (a) occurrence on or about the Demised Premises from any cause whatsoever from and after the Commencement Date and during the Lease Term, (b) failure of Tenant to comply with any provision of this Lease, (c) failure of any subtenant to comply with any provision of any sublease, (d) occupancy or use by Tenant and/or subtenant of the Demised Premises or any act or omission of Tenant, its employees, agents, representatives, invitees, licensees and contracting parties or any subtenant, or (e) failure of Tenant to strictly comply with the terms and conditions of the Charter School Contract. The indemnities provided herein shall include attorneys' fees incurred by the Indemnified Parties in connection with such Damages or to enforce the indemnity given hereunder. Tenant shall not be required, however, to indemnify Landlord against Damages arising from Landlord's gross negligence or willful misconduct. Any liability or loss as to which the Indemnified Parties are entitled under this Section 9.1 and all expenses incurred in connection therewith including, but not limited to, attorneys' fees, shall constitute Additional Rent payable upon demand.

9.2 Liability Insurance

Tenant shall procure and keep in effect during the Lease Term commercial, general liability insurance on an occurrence basis, including operations and insured contract coverage, for personal injury or death or property damage occurring in, upon or about the Demised Premises or any street, drive, sidewalk, curb or passageway adjacent thereto in the amount reasonably required by Landlord (but in no event less than Ten Million (\$10,000,000) Dollars combined single limit per occurrence, which may be based on a combination of primary coverage plus excess insurance or "umbrella" coverage. Any contractual liability coverage for indemnifications given by Tenant under this Lease shall not in any way limit such indemnifications.

9.3 Delivery of Policy

The insurance policies required by this Section 9 shall name Landlord as an additional insured and contain provisions, deductibles and special endorsements satisfactory to Landlord. Such insurance policies shall prohibit cancellation, alterations, changes, amendments, modifications, deletions or reductions in coverage either at the insistence of Tenant or the insurance company issuing the policy, without at least thirty (30) days prior written notice having been given to Landlord. All insurance policies shall be written by carriers with a Best rating of B+ or greater. Original insurance certificates and copies of insurance policies and all renewals thereof, together with receipts evidencing payment in full of the premiums thereon, shall be delivered promptly to Landlord prior to Tenant taking possession of the Demised Premises and at least thirty (30) days prior to expiration or renewal of such insurance.

SECTION 10

MAINTENANCE AND REPAIRS

10.1 Maintenance And Repairs

Subject to any work covered by warranties Landlord receives from any construction contractor, subcontractor, or materialman providing services and/or material in connection with the Landlord's Improvements, all of which maintenance Landlord shall be responsible to cause to be performed at Landlord's cost, Tenant shall, at its sole cost and expense during the Lease Term, maintain, repair, and replace and keep neat and in good appearance and condition the Demised Premises including, but not limited to, the roof, exterior, interior, ceiling, electrical system, plumbing system, HVAC system, storm sewers, sanitary sewers, water main, the driveways, walkways, parking area, lighting facilities, landscaping, and land which are part of the Demised Premises; provided, however, that Tenant shall not be responsible for latent defects at the Demised Premises. The plumbing system, including the sewage facility serving the Demised Premises, shall not be used for any purpose other than for which it was constructed, and Tenant shall not introduce any matter therein which results in blocking such system. Tenant shall, at its sole cost and expense, also repair or replace the driveways, walkways, parking areas, and landscaping on the Demised Premises. Tenant shall, at its sole cost and expense, contract with contractors acceptable to Landlord (except in the case of emergency and except custodial) for the performance of all maintenance, repairs, and replacement required of Tenant under this Lease. Tenant shall perform such maintenance, repairs, and replacement so as to maintain the Demised Premises in the same condition in which it was delivered to Tenant, reasonable wear and tear excepted. Such maintenance, repair, and replacement obligations of Tenant shall include items deemed to be capital improvements for tax purposes. The maintenance, repair, and replacement obligations of Tenant hereunder shall survive termination of this Lease to the extent such obligations accrued prior to the termination of this Lease.

Tenant hereby agrees to appropriate an annual amount ("Annual Cap Ex Amount") per Lease Year for the remaining Lease Term and any exercised Option Period for fixtures, furnishings, and equipment (collectively, the "FF&E"), mechanical, HVAC, plumbing, sewer, electrical, and other building system (collectively, the "Building Systems") repairs and replacement at the Demised Premises. The repair and/or replacement FF&E and Building Systems shall become the property of Landlord upon installation caused by Tenant and shall remain at the Demised Premises after termination and/or expiration of this Lease. FF&E and Building Systems expenditures shall be made prior to the commencement of the School Year during such Lease Year and, if the Annual Cap Ex Amount is not expended by the start of the School Year, the remaining amount shall be placed in an escrow account or capital reserve budget line item ("Escrow Amount") before the start of the School Year with a federally insured bank with withdrawal privileges requiring the signatures of both Landlord and Tenant for withdrawals in excess of \$10,000. Tenant's failure to expend the Annual Cap Ex Amount in each Lease Year and/or escrow the shortfall or full amount thereof after the fourth Lease Year and for each and every year thereafter, including any Option Period (if exercised), in a timely fashion as outlined herein shall constitute a Default under this Lease.

Tenant agrees the Cap Ex Amount currently held in an Escrow Account under the lease in place at the time of, and replaced by, the execution of this Lease shall continue to be held in such Escrow Account until June 30, 2014. Such Cap Ex Amount requirement shall expire on June 30, 2014. On or before June 30, 2014, Landlord and Tenant shall negotiate in good faith to determine, through a comprehensive building evaluation, the Annual Cap Ex Amount and include a schedule of Annual Cap Ex Amounts as an additional Exhibit C to this Lease.

10.2 Compliance With Laws

During the term of this Lease, Tenant shall comply with all Laws (as defined in Section 8.1) and make any repairs, additions, modifications or alterations to the Demised Premises, regardless of the nature thereof, which are required by any Laws or required by the insurance carrier to maintain the insurance required under this Lease; provided, however, that Tenant shall not be responsible for any conditions existing at the Demised Premises prior to the Lease Commencement Date.

SECTION 11 TENANT'S ALTERATIONS

Tenant shall not make any structural alterations, additions, modifications or improvements to the Demised Premises without the prior written consent of Landlord, which consent may be granted or withheld in the sole and absolute discretion of Landlord. Tenant shall not make any non-structural alterations, additions, modifications or improvements having a cost in excess of \$10,000 to the Demised Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

SECTION 12 PROPERTY INSURANCE, REBUILDING AND WAIVER OF SUBROGATION

12.1 Property Insurance

Tenant shall, during the Lease Term, at its sole cost and expense keep the Demised Premises and all Landlord owned FF&E insured for the benefit of Landlord:

(a) by an "All Risk of Physical Loss" policy with the broadest form of extended coverage endorsement in an amount sufficient to prevent Landlord from becoming a co-insurer under the policies or Laws, including special extended coverage endorsements reasonably required by Landlord in an amount equal to the full replacement and reconstruction cost and valued on a replacement cost basis of the building, improvements and Landlord owned FF&E which are a part of the Demised Premises (including any alterations) as determined solely by Landlord, without allowance for depreciation and exclusive of the cost of excavations, foundations and footings;

(b) against damage by flood if the Site is located in an area identified by the Secretary of Housing and Urban Development, or any successor, as an area having special flood hazard and in which flood insurance has been made available under the Flood Acts, in an amount determined solely by Landlord;

(c) against damage or loss from (1) sprinkler system leakage, and (2) boilers, if any, boiler tanks, if any, heating and air-conditioning equipment, pressure vessels, auxiliary piping and similar apparatus, in an amount determined solely by Landlord; and

(d) during the period of any construction, repair, restoration, or replacement of the Demised Premises performed after the construction of the Landlord Improvements, by a standard builder's risk policy with extended coverage in an amount at least equal to the full replacement and reconstruction cost and valued on a replacement cost basis, workers compensation in statutory amounts, and such endorsements as required by Landlord.

Tenant shall provide Landlord with evidence of the above-referenced insurance on or before the Lease Commencement Date. Evidence of such insurance shall be in the form of an insurance policy or binder. Landlord shall be named as an additional insured on all such policies. If Tenant fails to maintain such insurance coverage, Landlord may, at its option, procure such insurance for the account of Tenant and the cost thereof shall be paid by Tenant to Landlord upon delivery to Tenant of bills therefore. The insurer or insurers shall be such as may from time to time be approved by Landlord and shall be issued by insurance companies authorized to do business in the State of Michigan.

12.2 Rebuilding

If the Demised Premises shall become damaged by fire or other casualty, Landlord may either restore the Demised Premises or make it tenable (to the extent of available insurance proceeds) or terminate this Lease by notifying the Tenant of such termination within thirty (30) days after the date of such damage, at its sole option. Tenant shall immediately notify Landlord of the occurrence of a fire or other casualty at the Demised Premises.

12.3 Waiver of Subrogation

Any property insurance policy carried by Landlord or Tenant or any policy covering both the interest of Landlord or Tenant under this Section 12 shall include a provision under which the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant in connection with any loss or damage covered by any such policy. Landlord or Tenant hereby release and discharge each other from any liability whatsoever arising from any loss, damage or injury caused by fire or other casualty to the extent of the insurance covering such loss, damage or injury.

SECTION 13

EMINENT DOMAIN

13.1 Condemnation

If all or any material part of the Demised Premises shall be taken or condemned by any competent authority for any public use or purpose, the Lease Term shall, at the option of Landlord, end as of the date of the actual taking. If the Demised Premises may not be reasonably used for the purpose contemplated by this Lease following any taking, Tenant may terminate this Lease by written notice to Landlord. In the event of a termination

pursuant to this Section, Rent shall be prorated to the date of such taking. In the event of a condemnation, Landlord shall be entitled to the entire condemnation award, except that Tenant shall be entitled to receive any portion of the condemnation proceeds awarded for Tenant moving costs and related expenses, and diminution in value of the leasehold interest only and loss of business.

SECTION 14

ACCESS TO PREMISES

Landlord or Landlord's agent shall have the right to enter the Demised Premises at all reasonable times to inspect or examine the same, and to make such tests, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. Landlord shall conduct all inspections and examinations and all repairs, alterations, improvements and/or additions in such a manner so as to not unreasonably disrupt the operations of Tenant at the Demised Premises.

SECTION 15

FIXTURES AND EQUIPMENT

All FF&E installed by Landlord shall remain the property of Landlord at the termination of this Lease. If Tenant installs any FF&E during the Lease Term that are incorporated into and/or affixed to the buildings or improvements located on the Demised Premises and cannot be removed without substantial damage or injury to the buildings or improvements, then such FF&E shall automatically become the property of Landlord upon installation and shall not be removed without Landlord's prior written consent, which may be granted or withheld in Landlord's sole and absolute discretion. All FF&E installed by Tenant and not removed at the termination of the Lease Term shall remain the property of Landlord. In the event Landlord consents to such removal, Tenant shall remove such FF&E in accordance with all applicable Laws and Restrictions and shall repair any damage or injury caused by the removal thereof in a good and workmanlike manner.

If Tenant installs any FF&E during the Lease Term of which can be removed from the Demised Premises without substantial damage or injury to the buildings or improvements, then Tenant may remove such FF&E at the termination of this Lease.

Annually, on or about April 15 of each calendar year, Tenant shall provide Landlord with an accounting as to any FF&E of Landlord which have been replaced or otherwise disposed of by Tenant. Except for any such items which have become damaged or unusable, Tenant shall offer Landlord the opportunity, in writing and with reasonable notice (not less than seven (7) days), to claim any items being replaced by Tenant. If Landlord does not exercise its right to claim such items, they may be disposed of by Tenant in such fashion as Tenant may deem appropriate.

SECTION 16
ASSIGNMENT, SUBLETTING AND TRANSFERS BY TENANT

Tenant shall not sell, assign, sublet, hypothecate, encumber, mortgage or in any manner transfer this Lease or any estate or interest therein (including any transfer by operation of law or otherwise), the Demised Premises or any part thereof or permit the use of the Demised Premises by any person or entity other than Tenant (collectively, a "Transfer") without the prior written consent of Landlord, which may be granted or withheld in its sole and absolute discretion.

SECTION 17
MORTGAGE, SALE OR TRANSFER

17.1 Mortgage

Landlord shall have the right to mortgage or otherwise encumber (which shall include any form of encumbrance, mortgage, deed of trust, or other similar instrument which will enable Landlord to secure tax credits relating to the Demised Premises and/or the use thereof) the Demised Premises ("Mortgage"). In the event of a Mortgage, the Tenant shall attorn to the mortgagee or other similarly situated party ("Mortgagee") and recognize the Mortgage as superior to the rights of the Tenant under this Lease upon the condition that the Mortgagee executes and delivers to Tenant an agreement ("SNDA Agreement") in a form satisfactory to Tenant and Mortgagee that provides that the Mortgagee will recognize this Lease and not disturb Tenant's possession of the Demised Premises so long as Tenant is not otherwise in Default beyond any applicable cure period in the event of foreclosure or other enforcement activity. Tenant agrees, upon receipt of such SNDA Agreement, to execute such further reasonable instrument(s) as may be necessary to subordinate this Lease to the lien of any such Mortgage.

17.2 Sale or Transfer

Landlord shall have the right to sell, transfer or assign the Demised Premises ("Conveyance"). In the event of a Conveyance, Tenant shall attorn to the purchaser, transferee or assignee ("Transferee") and recognize such Transferee as Landlord under this Lease and Landlord shall be relieved from all subsequent obligations and liabilities under this Lease, provided such obligations are assumed in writing by such Transferee and a copy thereof is provided to Tenant.

SECTION 18
DEFAULT, RE-ENTRY AND DAMAGES

18.1 Default

The following non-exhaustive list of events shall constitute a default ("Default") under this Lease:

- (a) Tenant fails to pay within seven (7) days of the due date any Base Rent or Additional Rent due hereunder on the day the same shall be due;

- (b) Tenant fails to perform any of the terms and conditions under this Lease, other than the payment of Base Rent or Additional Rent, and such failure remains uncured for thirty (30) days following written notice thereof given by Landlord to Tenant;
- (c) Tenant files bankruptcy or Tenant becomes insolvent;
- (d) Tenant has abandoned for longer than thirty (30) days, except for the period from June 30 to August 30 of any Lease Year, which shall not be deemed abandonments, or Tenant has vacated the Demised Premises;
- (e) In the event that a Change in Control of Tenant occurs without the prior approval of Landlord being obtained. "Change in Control" shall mean a change in Board President of the Tenant's Board of Directors, or a change in the majority of members of the Tenant's Board of Directors from those holding office on the Lease Commencement Date, without the prior approval of Landlord having been obtained.
- (f) In the event that a Change in Control of the Educational Management Company used by Tenant to operate the public school academy which is operating the building and facility which is the subject of this Lease occurs without the prior approval of Landlord being obtained. "Change in Control" shall mean any of the following: (1) a change in the President of the Board of Directors or Managing Member of the Educational Management Company; (2) a change in the majority of members of the Board of Directors or membership of the Educational management Company from those holding such positions on the Lease Commencement Date; or (3) change in the Chief Executive Officer (or similar title); or (4) any change of the actual person in primary control of the operation of the respective school on behalf of the Educational Management Company.
- (g) The failure of Tenant to establish policies required by the Charter School Contract when and as required by the Charter School Contract.
- (h) The termination or expiration of the Charter School Contract or any failure to renew or extend the Charter School Contract for any reason or no reason, unless replaced as provided in Section 2.2 prior to the commencement of the next School Year. In the event the Charter School Contract is terminated during the School Year, thereby prohibiting the Tenant from operating a public school in accordance with Michigan law, this Lease shall terminate automatically.
- (i) A default by Tenant under any current Leases (or subleases) between Tenant, or any entity related to Tenant, and Thompson Educational Foundation, or any subsidiary or related entity which may include but are not limited to TEF-ONE, LLC, TEF-FOUR, LLC, TEF-FIVE, LLC, TEF-EIGHT, LLC and TEF Franklin, LLC, that is not cured within the time specified in such Lease.
- (j) Failure by Tenant to provide all information reasonably requested by Landlord to permit Landlord to confirm compliance with the terms of any tax credit arrangements relating to the Demised Premises and any Mortgage.

(k) Tenant fails to meet any one or more of the performance standards set forth on Exhibit B (collectively, the "Performance Standards").

(l) In the event that there shall be a change in the Contract Administrator in place at the time of Lease Commencement Date, without the prior written approval of Landlord having been obtained.

18.2 Landlord's Remedies Upon Default

(a) Immediately upon Tenant's Default under this Lease, except (i) in the case of Tenant's Default under 18.1(e), one (1) year from Tenant's failure to meet any of the Performance Standards, and (ii) in the case of a Tenant's Default under 18.1(f), if during a School Year, by June 30, Landlord shall, in addition to all of its other remedies under this Lease and available at law or in equity, have the right to re-enter the Demised Premises, in accordance with applicable law, to remove all persons and property therefrom. Upon the occurrence of such Default, Landlord, at its option, may either terminate this Lease or, without terminating this Lease, re-let the Demised Premises or any part thereof on such terms and conditions as Landlord deems advisable in its sole and absolute discretion. No such eviction, entry, or taking of possession of the Demised Premises, whether through summary eviction proceedings or by self-help, shall be construed as an election on its part to terminate this Lease unless Landlord provides written notice of such intention to Tenant or unless termination is declared by a court of competent jurisdiction.

(b) In addition to any other remedy provided for herein, if Landlord brings suit to recover possession of the Demised Premises or money due under this Lease or a suit for the breach of an obligation Tenant should have performed under the Lease and if the Landlord prevails, the Tenant shall pay the Landlord for expenses incurred in such action, including reasonable attorney's fees. Such expenses shall be deemed to have been incurred when the action commences and shall be enforced whether or not the action is prosecuted to judgment. In the event Tenant prevails in any lawsuit in connection with the Demised Premises, Tenant shall have its expenses, including reasonable attorney fees, paid by Landlord.

18.3 Waiver of Jury Trial and Counterclaim

In the event Landlord commences any proceedings for non-payment of Rent, Additional Rent, or any other amount payable to Landlord by Tenant, Tenant shall not interpose any counterclaim of whatsoever nature or description in any such proceeding unless same is a compulsory or mandatory counterclaim. This shall not, however, be construed as a waiver of Tenant's right to assert such a claim in any separate action brought by Tenant. Landlord and Tenant waive trial by jury in any action or proceeding brought by either party on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of lessor and lessee, Tenant's use or occupancy of the Demised Premises, or any claim of injury or damage.

SECTION 19
QUIET ENJOYMENT

Landlord covenants that so long as no Tenant Default has occurred and is continuing, Tenant may peacefully and quietly hold and enjoy the Demised Premises for the Lease Term without interference by Landlord or any person claiming by, through or under Landlord.

SECTION 20
SIGNS

Tenant will not place or cause to be placed or maintained any sign or advertising matter of any kind anywhere on the Demised Premises, except in the interior thereof, without Landlord's prior written approval.

SECTION 21
OPTION TO EXTEND

21.1 Option to Extend Lease Term

So long as no Default has occurred and is continuing, and Landlord and Tenant shall have agreed upon the terms of a revised, updated, and replacement **Exhibit B** setting forth the Performance Standards for the Option Period (as defined below) (the "Replacement Exhibit B"), Tenant shall have one (1) option to extend the Lease Term on the same terms and conditions set forth herein, but including the Replacement Exhibit B for a period of five (5) years (the "Option Period"), in accordance with the terms of this Section 21 (the "Option to Extend"). The Option to Extend the Lease Term is personal to the Tenant and is not transferable or exercisable by any transferee.

21.2 Exercise of Option

Tenant may exercise an Option to Extend by providing Landlord with written notice of exercise not more than fifteen (15) months or less than twelve (12) months prior to the expiration of the initial Lease Term, provided Tenant is in compliance with the Performance Standards, and the Replacement Exhibit B has been incorporated into the Lease and is applicable for the Option Period.

SECTION 22
MISCELLANEOUS

22.1 Condition of Demised Premises

This Lease and exhibits attached hereto and forming a part hereof, set forth all of the covenants, agreements, stipulations, promises, conditions, understandings and representations, hereinafter collectively "Representations" between Landlord and Tenant concerning the Demised Premises. Landlord and Tenant agree that there are no Representations other than set forth herein and agree to make no claims against each other based upon Representations not set forth herein.

22.2 Modification

This Lease shall not be modified or amended unless in writing signed by Landlord and Tenant.

22.3 Notices

Any notices or demands required under this Lease shall be in writing addressed to the party at the address set forth in Section 1, except that after the Commencement Date any notice to Tenant shall be given in writing at the Demised Premises or such changed address provided in writing by Tenant and shall be served as follows: (a) by personal service with service being effective upon delivery, or (b) by certified mail, return receipt requested, with service being effective two (2) days after mailing, or (c) by telecopy, facsimile or other form of telecommunication, with service being effective upon the date of transmission with reasonable evidence that the transmission was sent, or (d) by recognized overnight courier service, with service being effective one (1) day after delivery, prepaid, to such courier service.

22.4 Survival

Any obligation of Tenant under this Lease which is not performed in full prior to the termination of this Lease shall survive the termination of this Lease and continue in full force and effect until performed in full.

22.5 Captions and Section Numbers

The captions, section numbers, article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease.

22.6 Construction

This Lease shall be construed and enforced in accordance with the laws of the State of Michigan. If any provision of this Lease, or the application thereof to any person or circumstances, shall, to any extent be invalid or unenforceable, the remaining provisions of this Lease shall not be affected thereby and shall be valid and enforceable.

22.7 Binding Effect

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and permitted transferees.

22.8 Joint Drafting

Landlord and Tenant acknowledge and agree that each has joined in and contributed to the drafting of this Lease and as a result there shall be no presumption in construing the provisions of this Lease favoring or burdening either Landlord or Tenant based upon draftsmanship or similar rule of construction.

22.9 Counterparts

This Lease may be executed in any number of separate counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same document.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

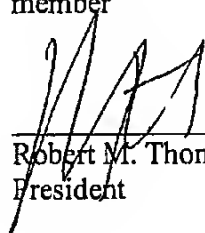
LANDLORD:

TEF-TWO, LLC

a Michigan limited liability company

By: Thompson Educational Foundation, its sole member

By:


Robert M. Thompson
President

TENANT:

**THE PUBLIC SCHOOL ACADEMIES OF
DETROIT, a Michigan nonprofit corporation**

By:

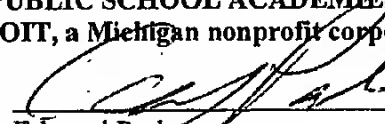

Edward Parks
President

Exhibit A

Legal Description

CITY OF DETROIT

LOTS 5 THROUGH 8, INCLUSIVE, BLOCK 35, AND THE NORTH 64.91 FEET OF LOTS 1 THROUGH 3, INCLUSIVE, AND THE NORTH 64.91 FEET OF THE WEST 30.27 FEET OF LOT 4, BLOCK 34, FERRY AND LYSTER'S SUBDIVISION OF BLOCKS 32, 34, 35, 36, 37 AND 38, ANTOINE BEAUBIEN FARM BETWEEN FERRY AVENUE AND THEODORE STREET, DETROIT, AS RECORDED IN LIBER 12 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS, ALSO LOTS 10 THROUGH 12, INCLUSIVE, PLAT OF THE SUBDIVISION OF LAND LYING NORTH OF FREDERICK STREET AND WEST OF HASTINGS STREET AND BEING PART OF THE C. MORAN FARM AS RECORDED IN LIBER 7 OF PLATS, PAGE 23, WAYNE COUNTY RECORDS, ALSO THE NORTH 64.91 FEET OF THE EAST 30.00 FEET OF LOT 1, THE NORTH 64.91 FEET OF VACATED HIRAM COURT (36 FEET WIDE) LYING ADJACENT TO THE WEST LINE OF THE EAST 30.00 FEET OF SAID LOT 1, THE NORTH 64.91 FEET OF THE WEST 24.00 FEET OF LOT 2, AND THE NORTH 64.91 FEET OF THE WEST 11.73 FEET OF LOT 3, CHARLES C. YEMANS SUBDIVISION OF BLOCK E. C. MORAN FARM, AS RECORDED IN LIBER 9 OF PLATS, PAGE 80, WAYNE COUNTY RECORDS, ALSO ALL THAT PART OF VACATED FREDERICK STREET, 60 FEET WIDE, LYING ADJACENT TO THE ABOVE DESCRIBED LOTS; ALL OF THE LAND HEREIN DESCRIBED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF ST. ANTOINE STREET (50 FEET WIDE) AND THE SOUTHERLY LINE OF A PUBLIC ALLEY (20 FEET WIDE) FIRST SOUTHERLY OF KIRBY AVENUE, 80.00 FEET WIDE, SAID POINT BEING THE NORTHWESTERLY CORNER OF THE AFOREMENTIONED LOT 8, BLOCK 35, FERRY AND LYSTER'S SUBDIVISION, AS RECORDED IN LIBER 12 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID PUBLIC ALLEY (20.00 FEET WIDE), NORTH 63 DEGREES 52 MINUTES 25 SECONDS EAST 298.23 FEET; THENCE ALONG THE EASTERLY LINE OF LOT 10, SOUTH 26 DEGREES 09 MINUTES 05 SECONDS EAST 175.05 FEET; THENCE ALONG THE CENTERLINE OF SAID VACATED FREDERICK AVENUE, NORTH 63 DEGREES 52 MINUTES 25 SECONDS EAST 1.77 FEET; THENCE SOUTH 26 DEGREES 51 MINUTES 45 SECONDS EAST 94.63 FEET; THENCE SOUTH 64 DEGREES 07 MINUTES 22 SECONDS WEST 300.00 FEET TO A POINT ON THE EASTERLY LINE OF ST. ANTOINE STREET (50 FEET WIDE); THENCE ALONG SAID LINE, NORTH 26 DEGREES 09 MINUTES 05 SECONDS WEST 270.00 FEET TO THE POINT OF BEGINNING.

RE: 5300/5310 ST. ANTOINE

TAX ITEM NO. 001490 WARD 3 (5310 ST. ANTOINE)
AND 003720.002L WARD 3 (5300 ST. ANTOINE)

Exhibit B

Performance Standards

Tenant's failure to meet in any school year during the Term any one or more of the standards relating to its operation of the University Preparatory Academy Middle School set forth below, is a default of Lease.

1. Average daily attendance rate for students shall be at least 90% for each school year.
2. Eighth graders will score within 10 percent of the state average in reading and math on the state exam, currently the MEAP, and outperform selected districts serving students from comparable demographic backgrounds.
3. The middle schools in the University Prep Schools system will administer the Explore—or the actual ACT—to prepare students for success on the high stakes exam.
4. Re-enrollment rates shall result in at least 75% of eligible eighth grade students entering the high schools upon graduation from the middle schools each year (students who migrate from middle schools, students who move to other high performing schools as defined by MDE, and students who move out of the area are included in the percentage).
5. University Prep Schools will meet whatever metric the state determines will replace Adequate Yearly Progress (AYP).

Additional Performance Standards

Annually, by October 31st of each school year, Tenant will provide Landlord certain reporting data regarding school operations as is outlined in the attached forms, labeled as Exhibit B.1.

Exhibit C

Schedule of Annual Cap Ex Amounts

**FIRST AMENDMENT TO LEASE AGREEMENT REGARDING
WAIVER OF CAP EX SCHEDULE C**

This First Amendment to the Lease Agreement ("Amendment") is made as of the 31st day of July, 2013, by and between, **TEF-TWO, LLC**, a Michigan limited liability company, owner and Landlord of the property located at 5310 St. Antoine, Detroit, Michigan 48202, and **Public School Academies of Detroit**, a Michigan nonprofit corporation, and Tenant of the property located at 5310 St. Antoine, Detroit, Michigan 48202.

RECITALS:

A. WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement, dated July 31, 2013 (the "Lease"), for certain premises (the "Premises") legally described in Exhibit A to the Lease and incorporated herein;

B. WHEREAS, the parties desire to amend the Lease on the terms and conditions as set forth below, with all other terms of the Lease and rights of all parties otherwise remaining the same.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The requirement set forth in Section 10.1 of the Lease that the Tenant will appropriate an annual amount ("Annual Cap Ex Amount") per Lease Year for the remaining Lease Term is hereby waived and extended to permit the appropriation of the Cap Ex Amount on or before December 2, 2013 for the 2013-14 school year.

2. The requirement that the Annual Cap Ex Amount Schedule C is updated is also hereby waived and extended to permit the updated Schedule C to be supplemented on or before December 2, 2013 for the 2013-14 school year.

[SIGNATURE PAGE FOLLOWS]

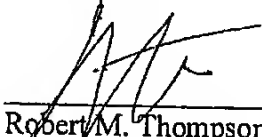
IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first above written.

LANDLORD:

TEF-TWO, LLC

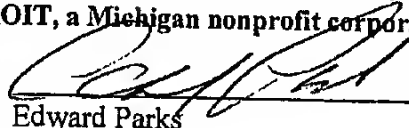
a Michigan limited liability company

By: Thompson Educational Foundation, its sole member

By: 
Robert M. Thompson
President

TENANT:

**THE PUBLIC SCHOOL ACADEMIES OF
DETROIT, a Michigan nonprofit corporation**

By: 
Edward Parks
President

LEASE

Between

LANDLORD: TEF-TWO, LLC
a Michigan limited liability comp:

And

TENANT: New Urban Learning
a Michigan non-profit corporation

Dated: August 15, 2008

*Replaced by
Amended or
Lease copy*

LEASE

SECTION 1 SCHEDULE

LANDLORD: NAME: TEF-ONE, LLC
ADDRESS: P.O. Box 6349
Plymouth, MI 48170

TENANT: NAME: New Urban Learning
ADDRESS: 957 Holden
Detroit, MI 48202

DEMISED PREMISES: Land ("Site") consisting of approximately 1.25 acres as described in legal description attached as Exhibit A, and all existing buildings, improvements, parking lots, paved areas, driveways, and ingress/egress to the Site, and all fixtures, furnishings and equipment located on the Site (collectively "FF&E") listed in attached Exhibit B . Commonly known as 5310 St. Antoine, Detroit, MI 48202

LEASE TERM: From the Lease Commencement Date until June 30, 2013 unless terminated sooner pursuant to Paragraph 2.2.

LEASE COMMENCEMENT DATE: This Lease shall commence and is effective on August 15, 2008.

RENT COMMENCEMENT DATE: August 15, 2008

SCHOOL YEAR September 1 to June 30

TERMINATION DATE: June 30, 2013.

BASE RENT: The Annual Base Rent Shall be \$1.00.

EXHIBITS ATTACHED: A - Legal Description of Demised Premises.

SECTION 2

GRANT AND TERM

2.1 Demised Premises

Landlord, in consideration of the rents to be paid and the covenants, promises and agreements to be performed by Tenant, does hereby lease to Tenant and Tenant hereby rents from Landlord, the Demised Premises described in Section 1.

2.2 Term

The term of this Lease shall be for the Lease Term commencing on the Lease Commencement Date stated in Section 1 and expiring on the Termination Date stated in Section 1, unless the Lease Term is extended or sooner terminated in accordance with the provisions of this Lease, or automatically and immediately terminated in accordance with Article X of a certain Public School Academy Contract dated December 14, 2007, by and between the Grand Valley State University ("GVSU") and the Public School Academies of Detroit (the "Charter School Contract") For purposes of this Lease, references to Lease Term shall include any option to extend exercised in accordance with the terms of this Lease.

SECTION 3

CONSTRUCTION OF DEMISED PREMISES

3.1 Construction

Landlord agrees, prior to the Rent Commencement Date to cause the construction and substantial completion of the Landlord's Improvements on the Site, at Landlord's sole cost and expense.

3.2 Delays

In the event Landlord's contractors shall be delayed or hindered in the construction of the Landlord Improvements on the Demised Premises or prevented from completing such construction or prevented from delivering possession of the Demised Premises because of any strike, lockout, labor dispute; fire, damage or destruction or casualty; unavailability of material; weather; power failures; unavailability of utilities; restrictive governmental laws or regulations; riots; insurrection; war; or any other reason, beyond the control of the Landlord or its contractors, then Landlord shall be excused for the period of delay and the Rent Commencement Date shall be postponed for such period of delay until such time as the Demised Premises are ready for occupancy and the Termination Date shall be appropriated extended.

SECTION 4

POSSESSION AND COMMENCEMENT OF TERM

4.1 Possession and Commencement of Lease Term

Landlord shall deliver actual possession of the Demised Premises to Tenant on or before the Substantial Completion Date specified in Section 3.3, but if delivery is delayed by reason of Section 3.2 or by the Landlord for any reason whatsoever, the date upon which such possession

is delivered shall constitute the "Rent Commencement Date" in lieu of the date provided in Section 1 and the Termination Date provided in Section 1 shall be appropriately extended. Landlord shall when construction progress so permits, notify Tenant of the anticipated Substantial Completion Date specified in Section 3.3. By occupying the Demised Premises, Tenant will be deemed to have accepted the Demised Premises. The Rent, as defined herein, due under this Lease and the term of this Lease shall commence on the Rent Commencement Date.

4.2 Landlord Not Liable For Delays

Under no circumstances shall Landlord be liable for any delays in the delivery of possession to Tenant on the Rent Commencement Date. Tenant's sole and exclusive remedy shall be the abatement of Rent until the Demised Premises are ready for occupancy and possession is delivered to Tenant.

4.3 Memorandum

Within 30 days after the delivery of possession to Tenant, Tenant shall join with Landlord in the execution of a written memorandum confirming the Rent Commencement Date and Termination Date of the Lease Term. Tenant's failure to execute the Memorandum (if requested by Landlord) shall be a default by Tenant under this Lease.

SECTION 5 **BASE RENT**

5.1 Base Rent

Tenant shall pay to Landlord the Annual Base Rent stated in Section 1, for the Demised Premises during the Lease Term. The Annual Base Rent shall be payable in one annual payment in advance on the Rent Commencement Date and the first day of each Lease Year thereafter at the office of Landlord stated in Section 1 or such other place designated by Landlord.

5.2 Rent Net of Expenses

Landlord and Tenant intend that the Annual Base Rent due hereunder, together with any adjustments during the Lease Term shall be absolutely net of all costs, expenses, taxes (real and personal) and charges of every kind and nature whatsoever relating to the ownership, occupancy or use of the Demised Premises. Tenant shall indemnify and hold Landlord harmless from and against any such costs, expenses, taxes (real or personal) and charges for which Tenant is responsible under this Lease.

5.3 Additional Rent

All amounts due from Tenant and payable to Landlord or the provider of any service (such as utilities, maintenance, etc.), if provided direct to Tenant, excluding Annual Base Rent, including, without limitation, utilities, taxes, maintenance and insurance costs shall be deemed to be additional rent ("Additional Rent"). Upon Tenant's failure to pay any such amount, Landlord, in addition to any other remedies, shall have the same remedies provided for Tenant's failure to pay the Annual Base Rent (the Annual Base Rent, together with the Additional Rent, shall be

collectively referred to as "Rent"). Tenant shall pay any and all sums of money or charges required to be paid by Tenant under this Lease, including, but not limited to, Additional Rent, promptly when the same are due, without any deductions or setoff whatsoever. Landlord will forward to Tenant any bills Landlord receives that Tenant is obligated to pay, including but not limited to tax, utility and other service bills, within five days of Landlord's receipt thereof.

5.4 Lease Year

Lease Year shall mean a period of twelve (12) consecutive calendar months, except the last year of the Lease, which shall expire on the Termination Date. The first Lease Year shall begin on the Rent Commencement Date if the Rent Commencement Date shall occur on the first day of the month; if not, then the first Lease Year shall commence on the first day of the month following the Rent Commencement Date. Each succeeding Lease Year shall commence on the anniversary of the commencement of the first Lease Year. If the Rent Commencement Date is other than the first day of a month, then the period between the Rent Commencement Date and the first day of the month following the Rent Commencement Date shall be added and be part of the first Lease Year.

SECTION 6 **UTILITIES**

Tenant agrees to pay all charges made against the Demised Premises for gas, heat, water, air conditioning, electricity, sanitary and storm sewage disposition, telephone and all other utilities ("Utilities") during the Lease Term (but specifically excluding the expenses of bringing into the Building and metering the Utilities, which costs are included as part of Landlord's Improvements) as the same shall become due all of which shall be separately metered and billed directly to Tenant. Landlord shall not be liable to Tenant for the quality or quantity of any such utilities, or for any interruption in the supply of any such utilities.

SECTION 7 **TAXES AND ASSESSMENTS**

7.1 Obligation

Tenant agrees to pay to Landlord as Additional Rent any and all Taxes (as defined in Section 7.2) assessed against the Demised Premises or any property located on the Demised Premises for each Lease Year or partial Lease Years during the Lease Term.

7.2 Definition

"Taxes" shall be defined as: (a) all taxes (either real or personal), assessments (general or specific), all water and sewer charges, and all other governmental impositions, which may be levied during the Lease Term upon the land, buildings or improvements comprising the Demised Premises or any part thereof; (b) all other taxes and other charges imposed by the State of Michigan or any subdivision thereof which: (1) are in replacement of or in lieu of increases in all or any part of ad valorem taxes as sources of revenue and (2) are based in whole or in part upon Demised Premises or any interest therein or the ownership thereof, or the rents, profits or other income therefrom, including, without limitation, income, single business, franchise, excise,

license, privilege, sales, use, and occupancy taxes; (c) a tax or surcharge of any kind or nature upon, against or with respect to the parking areas or the number of parking spaces on the Demised Premises; and (d) all costs and expenses incurred by Landlord during the lease term for negotiations for or contests of the amount of such taxes and assessments, without regard to the result, including, without limitation, actual attorneys' fees; provided, that Tenant pre-approves such contests for taxes or assessments. Taxes shall not include any tax on the net income of Landlord, except to the extent included in subparagraph (b) above.

7.3 Payments

Taxes on the Demised Premises levied or assessed for or during the Lease Term shall be paid to Landlord within ten (10) days after Landlord delivers to Tenant a statement for such Taxes. The Taxes for the years in which this Lease commences and terminates shall be prorated on a due date basis.

7.4 Tenant's Taxes

Tenant shall pay all real and personal property taxes levied or assessed against Tenant's property and improvements upon or affixed to the Demised Premises, including taxes attributable to all alterations, additions, or improvements made by Tenant.

SECTION 8 **USE OF DEMISED PREMISES**

8.1 Use of Demised Premises

Tenant shall use and occupy the Demised Premises during the Lease Term only for the purpose of establishing, managing, and operating a charter middle school and attendant office use, and for no other purpose without the prior written consent of the Landlord, which may be granted or withheld in its sole and absolute discretion. Tenant shall not use or permit any person to use the Demised Premises or any part thereof for any use or purpose other than the use stated in this Lease or in violation of any law, statute, order, ordinance, code, rule or regulation of any federal, state or municipal body or other governmental agency or authority having jurisdiction thereof, including, without limitation, zoning, land use and building ordinances, uses and requirements; occupational safety and health requirements; community right-to-know requirements; the Americans With Disabilities Act of 1990; and state and federal environmental laws (collectively "Laws"), affecting the Demised Premises, if any; provided, however, that Tenant shall not be responsible for any violation of Laws or any condition at the Demised Premises existing on or before the Lease Commencement Date. Tenant shall comply strictly with each and every term, condition and requirement of the Charter School Contract.

8.2 Care of Demised Premises

Tenant shall keep the Demised Premises orderly, neat, safe and clean and free from rubbish and dirt at all times and shall store all inventory, supplies, trash and garbage within the buildings on the Demised Premises. Tenant shall keep the driveways and walkways within the Demised Premises free from snow and ice, and shall arrange for the regular removal of snow during the winter months and the pick up of trash and garbage at Tenant's expense. At the expiration of the

Lease Term, or the sooner termination thereof, Tenant shall surrender the Demised Premises in as good condition and repair as existed at the time Tenant took possession, reasonable wear and tear excepted.

8.3 Hazardous Substances

Tenant shall not cause or permit the Demised Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous substances.

SECTION 9 **INDEMNITY**

9.1 Indemnity

To the extent permitted by applicable law, Tenant shall defend, indemnify and hold harmless Landlord and Landlord's officers, directors, employees and agents (regardless of any negligence imputed to Landlord by law due to its ownership of the real property involved), from and against any and all claims, suits, personal injuries, death, property damage, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses (collectively "Damages") which may be imposed upon, incurred by, or asserted against Landlord or Landlord's officers, directors, employees or agents (collectively "Indemnified Parties"), arising directly or indirectly from any (a) occurrence on or about the Demised Premises from any cause whatsoever from and after the Commencement Date and during the Lease Term, (b) failure of Tenant to comply with any provision of this Lease, (c) failure of any subtenant to comply with any provision of any sublease, (d) occupancy or use by Tenant and/or subtenant of the Demised Premises or any act or omission of Tenant, its employees, agents, representatives, invitees, licensees and contracting parties or any subtenant, (e) Tenant's failure to comply with any and all of its obligations and requirements set forth in the Compliance Analysis, or (f) failure of Tenant to strictly comply with the terms and conditions of the Educational Management Contract with Public School Academies of Detroit, dated _____. The indemnities provided herein shall include attorneys' fees incurred by the Indemnified Parties in connection with such Damages or to enforce the indemnity given hereunder. Tenant shall not be required, however, to indemnify Landlord against Damages arising from Landlord's gross negligence or willful misconduct. Any liability or loss as to which the Indemnified Parties are entitled under this Section 9.1 and all expenses incurred in connection therewith including, but not limited to, attorneys fees, shall constitute Additional Rent payable upon demand.

9.2 Liability Insurance

Tenant shall procure and keep in effect during the Lease Term commercial, general liability insurance on an occurrence basis, including operations and insured contract coverage, for personal injury or death or property damage occurring in, upon or about the Site or Demised Premises or any street, drive, sidewalk, curb or passageway adjacent thereto in the amount reasonably required by Landlord (but in no event less than Ten Million (\$10,000,000) Dollars combined single limit per occurrence, which may be based on a combination of primary coverage plus excess insurance or "umbrella" coverage. Any contractual liability coverage for

indemnifications given by Tenant under this Lease shall not in any way limit such indemnifications.

9.3 Delivery of Policy and Special Endorsement

The insurance policies required by this Section 9 shall name Landlord of the Demised Premises as an additional insured and contain provisions, deductibles and special endorsements satisfactory to Landlord. Such insurance policies shall prohibit cancellation, alterations, changes, amendments, modifications, deletions or reductions in coverage either at the insistence of Tenant or the insurance company issuing the policy, without at least thirty (30) days prior written notice having been given to Landlord. All insurance policies shall be written by carriers with a Best rating of B+ or greater. Original Insurance Certificates and copies of insurance policies and all renewals thereof, together with receipts evidencing payment in full of the premiums thereon, shall be delivered promptly to Landlord prior to Tenant taking possession and at least thirty (30) days prior to expiration or renewal of such insurance.

SECTION 10 **MAINTENANCE AND REPAIRS**

10.1 Maintenance And Repairs

Subject to the warranties Landlord receives from any construction contractor, subcontractor or materialman providing services and/or material in connection with the Landlord's Improvements, Tenant shall, at its sole cost and expense, during the Lease Term, maintain, repair and replace and keep neat and in good appearance and condition the Demised Premises, including, but not limited to, the roof, exterior, interior, ceiling, electrical system, plumbing system, HVAC system, storm sewers, sanitary sewers, water main, the driveways, walkways, parking area, lighting facilities, landscaping and land, which are part of the Demised Premises; provided, however, that Tenant shall not be responsible for latent defects at the Demised Premises. The plumbing system, including the sewage facility, serving the Demised Premises shall not be used for any purpose other than for which it was constructed and Tenant shall not introduce any matter therein which results in blocking such system. Tenant shall, at its sole cost and expense, also repair or replace the driveways, walkways, parking areas, and landscaping on the Demised Premises. Tenant shall, at its sole cost and expense, contract with contractors acceptable to Landlord (except in the case of emergency) for the performance of all maintenance, repairs and replacement required of Tenant under this Lease. Tenant shall perform such maintenance, repairs and replacement so as to maintain the Demised Premises in the same condition in which it was delivered to Tenant, reasonable wear and tear excepted. Such maintenance, repair and replacement obligations of Tenant shall include items deemed to be capital improvements for tax purposes. The maintenance, repair and replacement obligations of Tenant hereunder, shall survive termination of this Lease to the extent such obligations accrued prior to the termination of this Lease.

Tenant agrees to establish an escrow account with a federally insured bank that shall contain at least \$100,000 at the start of the 2008- 2009 fiscal year. At the start of each successive fiscal year, the escrow account shall increase by \$40,000. If none of these escrowed funds are spent in the five-year lease period, the balance would contain an amount of \$260,000 (\$100,000 - Year 1

+ \$40,000 -Years 2 -5) at the end of the lease term. These funds shall be available for major capital repairs or replacement such as major repair or replacement of a building roof, an HVAC unit, the plumbing system, the water main, the electrical system, or other major facility elements. Withdrawal of funds from this account shall require the signatures of both Landlord and Tenant. Withdrawal of funds from this account for F, F & E and Technology related items, such as computers and software is prohibited and will be paid out of the operating budget. This escrow account shall be available for major capital repairs or replacement at the UPA elementary schools, the middle school, and the high school.

10.2 Compliance With Laws

During the term of this Lease, Tenant shall comply with all Laws (as defined in Section 8.1) and make any repairs, additions, modifications or alterations to the Demised Premises, regardless of the nature thereof, which are required by any Laws or Restrictions or required by the insurance carrier to maintain the insurance required under this Lease; provided, however, that Tenant shall not be responsible for any conditions existing at the Demised Premises prior to the Lease Commencement Date.

SECTION 11 **TENANT'S ALTERATIONS**

Tenant shall not make any structural alterations, additions, modifications or improvements to the Demised Premises without the prior written consent of Landlord, which consent may be granted or withheld in the sole and absolute discretion of Landlord. Tenant shall not make any non-structural alterations, additions, modifications or improvements having a cost in excess of \$10,000 to the Demised Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

SECTION 12 **PROPERTY INSURANCE, REBUILDING AND WAIVER OF SUBROGATION**

12.1 Property Insurance

Tenant shall, during the Lease Term, at its sole cost and expense keep the Demised Premises insured for the benefit of Landlord:

(i) by an "All Risk of Physical Loss" policy with the broadest form of extended coverage endorsement in an amount sufficient to prevent Landlord from becoming a co-insurer under the policies or Laws, including special extended coverage endorsements reasonably required by Landlord in an amount equal to the full replacement and reconstruction cost and valued on a replacement cost basis of the building and improvements which are a part of the Demised Premises (including any Alterations) as determined solely by Landlord, without allowance for depreciation and exclusive of the cost of excavations, foundations and footings;

(ii) against damage by flood if the Site is located in an area identified by the Secretary of Housing and Urban Development, or any successor, as an area having

special flood hazard and in which flood insurance has been made available under the Flood Acts, in an amount determined solely by Landlord;

(iii) against damage or loss from (1) sprinkler system leakage, and (2) boilers, if any, boiler tanks, if any, heating and air-conditioning equipment, pressure vessels, auxiliary piping and similar apparatus, in an amount determined solely by Landlord; and

(iv) during the period of any construction, repair, restoration, or replacement of the Demised Premises, performed after the construction of the Landlord Improvements, by a standard builder's risk policy with extended coverage in an amount at least equal to the full replacement and reconstruction cost and valued on a replacement cost basis, workers compensation in statutory amounts, and such endorsements as required by Landlord.

Tenant shall provide Landlord with evidence of the above-referenced insurance on or before the Lease Commencement Date. Evidence of such insurance shall be in the form of an insurance policy or binder. Landlord shall be named as an additional insured on all such policies. If Tenant fails to maintain such insurance coverage, Landlord may, at its option, procure such insurance for the account of Tenant and the cost thereof shall be paid by Tenant to Landlord upon delivery to Tenant of bills therefore. The insurer or insurers shall be such as may from time to time be approved by Landlord and shall be issued by insurance companies authorized to do business in the State of Michigan.

12.2 Rebuilding

If the Demised Premises shall become damaged by fire or other casualty, Landlord may either, restore them or make them tenable (to the extent of available insurance proceeds) or terminate this Lease by notifying the Tenant of such termination within thirty (30) days after the date of such damage, at its sole option. Tenant shall immediately notify Landlord of the occurrence of a fire or other casualty at the Demised Premises.

12.3 Waiver of Subrogation

Any property insurance policy carried by Landlord or Tenant or any policy covering both the interest of Landlord or Tenant under this Section 12 shall include a provision under which the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant in connection with any loss or damage covered by any such policy. Landlord or Tenant hereby release and discharge each other from any liability whatsoever arising from any loss, damage or injury caused by fire or other casualty to the extent of the insurance covering such loss, damage or injury.

SECTION 13 EMINENT DOMAIN

13.1 Condemnation

If all or any material part of the Premises shall be taken or condemned by any competent authority for any public use or purpose, the Term shall, at the option of Landlord, end as of the

date of the actual taking. If the Premises may not be reasonably used for the purpose contemplated by the Lease following any taking, Tenant may terminate this Lease by written notice to Landlord. In the event of a termination pursuant to this Section, Rent shall be pro rated to the date of such taking. In the event of a condemnation, Landlord shall be entitled to the entire condemnation award, except that Tenant shall be entitled to receive any portion of the condemnation proceeds awarded for Tenant moving costs and related expenses, and diminution in value of the leasehold interest only.

13.2 Landlord's and Tenant's Damages

Subject to Paragraph 13.1 above, all damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Demised Premises, shall belong to and be the property of Landlord.

SECTION 14 ACCESS TO PREMISES

Landlord or Landlord's agent shall have the right to enter the Demised Premises at all reasonable times to inspect or examine the same, and to make such tests, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. Landlord shall conduct all inspections and examinations and all repairs, alterations, improvements and/or additions in such a manner so as to not unreasonably disrupt the operations of Tenant at the Demised Premises.

SECTION 15 FIXTURES AND EQUIPMENT

All furnishings, fixtures and equipment installed by Landlord shall remain the property of Landlord at the termination of this Lease. If Tenant installs any furnishings, fixtures or equipment during the Term of this Lease that are incorporated into and/or affixed to the buildings or improvements located on the Demised Premises and cannot be removed without substantial damage or injury to the buildings or improvements, then they shall automatically become the property of Landlord upon installation and shall not be removed without Landlord's prior written consent, which may be granted or withheld in its sole and absolute discretion. All fixtures and equipment installed by Tenant and not removed at the termination of the Lease Term shall remain the property of Landlord. In the event Landlord consents to such removal, Tenant shall remove such fixtures in accordance with all applicable Laws and Restrictions and shall repair any such damage or injury in a good and workmanlike manner.

SECTION 16 ASSIGNMENT, SUBLETTING AND TRANSFERS BY TENANT

Except with respect to a sublease by Tenant to the Mosaic Youth Theatre of Detroit, Tenant shall not sell, assign, sublet, hypothecate, encumber, mortgage or in any manner transfer this Lease or any estate or interest therein (including any transfer by operation of law or otherwise), the Demised Premises or any part thereof or permit the use of the Demised Premises by any person or entity other than Tenant (collectively "Transfer") without the prior written consent of the Landlord, which may be granted or withheld in its sole and absolute discretion.

SECTION 17
SALE OR TRANSFER

Landlord shall have the right to sell, transfer or assign the Demised Premise ("Conveyance"). In the event of Conveyance, Tenant shall attorn to the purchaser, transferee or assignee ("Transferee") and recognize such Transferee as Landlord under this Lease and Landlord shall be relieved from all subsequent obligations and liabilities under this Lease, provided such obligations are assumed in writing by such Transferee and a copy thereof is provided to Tenant.

SECTION 18
DEFAULT, RE-ENTRY AND DAMAGES

18.1 Default

The following shall constitute a default ("Default") under this Lease:

- (a) Tenant fails to pay within seven days of the due date any Base Rent or Additional Rent due hereunder on the day the same shall be due;
- (b) Tenant fails to perform any of the terms and conditions under this Lease, other than the payment of Base Rent or Additional Rent, and such failure remains uncured for thirty (30) days following written notice;
- (c) Tenant shall file bankruptcy or Tenant shall become insolvent;
- (d) Tenant has abandoned or vacated the Demised Premises;
- (e) Tenant fails to meet any one or more of the following performance standards relating to its operation of the charter middle school ("Charter Middle School") located on the Demised Premises:

- 1. Average daily attendance rate of at least 90%.
- 2. On the Michigan Educational Assessment Program ("MEAP") assessments administered in October 2009, the average of the 7th and 8th grade scores combined shall be at least 80% in language arts and 65% in mathematics; on the MEAP administered in October 2010, the average combined 7th and 8th grade scores shall be at least 83% in language arts and 75% in mathematics; on the MEAP administered in October of 2011, the average combined 7th and 8th grade scores shall be at least 87% in language arts and 80% in mathematics; on the MEAP administered in October 2012, the average combined 7th and 8th grade scores shall be at least 90% in language arts and 85% in mathematics; and, on the MEAP administered in October 2013, the average combined 7th and 8th grade scores shall be at least 90% in language arts and 90% in mathematics. Achieving

the above outcomes is predicated on the MEAP being constructed and scored in a manner substantially similar to that implemented on the 2007 assessment.

3. Re-enrollment rates shall result in at least 100 8th grade students entering UPA High School, another PSAD high school, or a non-PSAD 90-90 school, and upon graduation from Middle School each year with a minimum of 60 of those 100 students having spent three full School Years at the Middle School.
- (f) Intentionally deleted.
 - (g) The failure of Tenant to establish policies required by the Charter School Contract in a timely manner, as required by such Charter School Contract.
 - (h) The termination or expiration of the Charter School Contract or any failure to renew or extend such Charter School Contract for any reason or no reason; unless replaced as provided in Paragraph 2.2 prior to the commencement of the next School Year. In the event the Charter School Contract is terminated during the School Year, thereby prohibiting the Tenant from operating a Charter Middle School in accordance with state law, this Lease shall terminate automatically.
 - (i) A default under the Lease, dated April July 1, 2008, between Landlord and Tenant for the charter Elementary School I located at 957 Holden and/or the Lease, dated July 1, 2008, for the charter Elementary School II, located at 435 Amsterdam and/or the Lease dated August 15, 2008 for the charter High School located at 600 Antoinette, all located in Detroit, MI 48202, that are not cured within the time specified in such Elementary, Middle School and High School leases, shall be a default under this lease.
 - (j) A default under the terms of any and all loan arrangements that University Preparatory Academy and/or New Urban Learning may have from time to time with the Thompson Educational Foundation that are not cured within the time specified in such loan agreement, shall be a default under this lease.

18.2 Landlord's Remedies Upon Default

A. Immediately upon Tenant's Default under this Lease, except (i) in the case of Tenant's Default under 18.1(e)(1-15), then one year from Tenant's failure to meet any of the performance criteria set forth therein, and (ii) in the case of a Tenant's Default under 18.1(f), if during a School Year, then by July 15, Landlord shall, in addition to all of its other remedies under this Lease and available at law or in equity, have the right to re-enter the Demised Premises, in accordance with applicable law, to remove all persons and property therefrom. Upon such Default, Landlord, at its option, may either terminate this Lease, or without terminating this Lease, relet the Demised Premises or any part thereof on such terms and conditions as Landlord deems advisable in its sole and absolute discretion. No such eviction, entry or taking of possession of the Demised Premises, whether through summary eviction proceedings or by self-help, shall be construed as an election on its part to terminate this Lease unless Landlord provides written notice of such intention to Tenant or unless termination is declared by a court of competent jurisdiction.

B. In addition to any other remedy provided for herein, if Landlord brings suit to recover possession of the Demised Premises or money due under this Lease or a suit for the breach of an obligation Tenant should have performed under the Lease and if the Landlord prevails, the Tenant shall pay the Landlord for expenses incurred in the action, including reasonable attorneys fees. Such expenses shall be deemed to have been incurred when the action commences and shall be enforced whether or not the action is prosecuted to judgment. In the event Tenant prevails in any lawsuit in connection with the Demised Premises, Tenant shall have its expenses, including reasonable attorney fees, paid by Landlord.

18.3 Waiver of Jury Trial and Counterclaim

In the event Landlord commences any proceedings for non-payment of Rent, Additional Rent, or any other amount payable to Landlord by Tenant, Tenant shall not interpose any counterclaim of whatsoever nature or description in any such proceeding unless same is a compulsory or mandatory counterclaim. This shall not, however, be construed as a waiver of Tenant's right to assert such a claim in any separate action brought by Tenant. Landlord and Tenant waive trial by jury in any action or proceeding brought by either party on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of lessor and lessee, Tenant's use or occupancy of the Demised Premises, or any claim of injury or damage.

SECTION 19

QUIET ENJOYMENT

Landlord covenants that so long as Tenant is not in Default the terms and conditions of this Lease, Tenant may peacefully and quietly hold and enjoy the Demised Premises for the Lease term without interference by Landlord or any person claiming by, through or under Landlord.

SECTION 20

SIGNS

Tenant will not place or cause to be placed or maintained any sign or advertising matter of any kind anywhere on the Demised Premises, except in the interior thereof, without Landlord's prior written approval.

SECTION 21

OPTION TO EXTEND

21.1 Option to Extend Lease Term

So long as Tenant is not in Default under this Lease, Tenant shall have an option to extend the Lease Term on the same terms and conditions (excepting revised performance standards proposed by Landlord to those set forth in Section 18.1(e)) set forth herein for a period of five (5) years ("Option Period") in accordance with the terms of this Section 21 ("Option to Extend"). The Option to Extend the Lease Term is personal to the Tenant and is not transferable or exercisable by any transferee.

21.2 Exercise of Option

If this Lease is in full force and effect, and Tenant complies with Section 21.1 Tenant may exercise the Option to Extend by providing Landlord with written notice of exercise not more than fifteen (15) months or less than twelve (12) months prior to the expiration of the initial five year Term provided Tenant is in compliance with the performance standards for the Charter Middle School set forth in this Lease, and agrees to comply with updated performance standards proposed by Landlord for the Option Period.

SECTION 22 MISCELLANEOUS

22.1 Condition of Demised Premises

This Lease and exhibits attached hereto and forming a part hereof, set forth all of the covenants, agreements, stipulations, promises, conditions, understandings and representations, hereinafter collectively "Representations" between Landlord and Tenant concerning the Demised Premises and the buildings and improvements to be constructed thereon. Landlord and Tenant agree that there are no Representations other than set forth herein and agree to make no claims against each other based upon Representations not set forth herein.

22.2 Modification

This Lease shall not be modified or amended unless by a writing signed by Landlord and Tenant.

22.3 Notices

Any notices or demands required under this Lease shall be in writing addressed to the party at the address set forth Section 1, except that after the Rent Commencement Date any notice to Tenant shall be given in writing at the Demised Premises or such changed address provided in writing by such party and shall be served as follows: (a) by personal service with service being effective upon delivery, or (b) by certified mail, return receipt requested, with service being effective two (2) days after mailing, or (c) by telecopy, facsimile or other form of telecommunication, with service being effective upon the date of transmission with reasonable evidence that the transmission was sent, or (d) by recognized overnight courier service, with service being effective one (1) day after delivery to such courier service.

22.4 Survival

Any obligation of Tenant under this Lease which is not performed in full prior to the termination of this Lease shall survive the termination of this Lease and continue in full force and effect until performed in full.

22.5 Captions and Section Numbers

The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

22.6 Construction

This Lease shall be construed and enforced in accordance with the laws of the State of Michigan. If any provision of this Lease, or the application thereof to any person or circumstances, shall, to any extent be invalid or unenforceable, the remaining provisions of this Lease shall not be affected thereby and shall be valid and enforceable.

22.7 Binding Effect

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and permitted transferees.

22.8 Joint Drafting

Landlord and Tenant acknowledge and agree that each has joined in and contributed to the drafting of this Lease and as a result there shall be no presumption in construing the provisions of this Lease favoring or burdening either Landlord or Tenant based upon draftsmanship or similar rule of construction.

22.9 Counterparts

This Lease may be executed in any number of separate counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year first above written.

IN THE PRESENCE OF:

[Signature]

LANDLORD:

TEF-TWO, LLC,
a Michigan limited liability company

By: *John B. Cleary*

Its: *V.P. - Finance & Real Estate*

TENANT:

NEW URBAN LEARNING,
a Michigan non-profit corporation

Charlita Middleton

By: *[Signature]*

Its: *Chair*

AND

Charlita Middleton

By: *Nanette Hill*

Its: *Secretary*

EXHIBIT A
LEGAL DESCRIPTION OF DEMISED PREMISES

CITY OF DETROIT

LOTS 5 THROUGH 8, INCLUSIVE, BLOCK 35, AND THE NORTH 64.91 FEET OF LOTS 1 THROUGH 3, INCLUSIVE, AND THE NORTH 64.91 FEET OF THE WEST 30.27 FEET OF LOT 4, BLOCK 34, FERRY AND LYSTER'S SUBDIVISION OF BLOCKS 32, 34, 35, 36, 37 AND 38, ANTOINE BEAUBIEN FARM BETWEEN FERRY AVENUE AND THEODORE STREET, DETROIT, AS RECORDED IN LIBER 12 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS, ALSO LOTS 10 THROUGH 12, INCLUSIVE, PLAT OF THE SUBDIVISION OF LAND LYING NORTH OF FREDERICK STREET AND WEST OF HASTINGS STREET AND BEING PART OF THE C. MORAN FARM AS RECORDED IN LIBER 7 OF PLATS, PAGE 23, WAYNE COUNTY RECORDS, ALSO THE NORTH 64.91 FEET OF THE EAST 30.00 FEET OF LOT 1, THE NORTH 64.91 FEET OF VACATED HIRAM COURT (36 FEET WIDE) LYING ADJACENT TO THE WEST LINE OF THE EAST 30.00 FEET OF SAID LOT 1, THE NORTH 64.91 FEET OF THE WEST 24.00 FEET OF LOT 2, AND THE NORTH 64.91 FEET OF THE WEST 11.73 FEET OF LOT 3, CHARLES C. YEMANS SUBDIVISION OF BLOCK E. C. MORAN FARM, AS RECORDED IN LIBER 9 OF PLATS, PAGE 80, WAYNE COUNTY RECORDS, ALSO ALL THAT PART OF VACATED FREDERICK STREET, 60 FEET WIDE, LYING ADJACENT TO THE ABOVE DESCRIBED LOTS; ALL OF THE LAND HEREIN DESCRIBED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF ST. ANTOINE STREET (50 FEET WIDE) AND THE SOUTHERLY LINE OF A PUBLIC ALLEY (20 FEET WIDE) FIRST SOUTHERLY OF KIRBY AVENUE, 80.00 FEET WIDE, SAID POINT BEING THE NORTHWESTERLY CORNER OF THE AFOREMENTIONED LOT 8, BLOCK 35, FERRY AND LYSTER'S SUBDIVISION, AS RECORDED IN LIBER 12 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID PUBLIC ALLEY (20.00 FEET WIDE), NORTH 63 DEGREES 52 MINUTES 25 SECONDS EAST 298.23 FEET; THENCE ALONG THE EASTERLY LINE OF LOT 10, SOUTH 26 DEGREES 09 MINUTES 05 SECONDS EAST 175.05 FEET; THENCE ALONG THE CENTERLINE OF SAID VACATED FREDERICK AVENUE, NORTH 63 DEGREES 52 MINUTES 25 SECONDS EAST 1.77 FEET; THENCE SOUTH 26 DEGREES 51 MINUTES 45 SECONDS EAST 94.63 FEET; THENCE SOUTH 64 DEGREES 07 MINUTES 22 SECONDS WEST 300.00 FEET TO A POINT ON THE EASTERLY LINE OF ST. ANTOINE STREET (50 FEET WIDE); THENCE ALONG SAID LINE, NORTH 26 DEGREES 09 MINUTES 05 SECONDS WEST 270.00 FEET TO THE POINT OF BEGINNING.

RE: 5300/5310 ST. ANTOINE

TAX ITEM NO. 001490 WARD 3 (5310 ST. ANTOINE)
AND 003720.002L WARD 3 (5300 ST. ANTOINE)



SUBLEASE

Between

**SUBLANDLORD: New Urban Learning,
a Michigan non-profit corporation**

And

**SUBTENANT: Public School Academies of Detroit,
a Michigan non-profit corporation**

Dated: August 15, 2008

SUBLEASE

SECTION 1 **SCHEDULE**

SUBLANDLORD: NAME: New Urban Learning
ADDRESS: 600 Antoinette
Detroit, MI 48202

SUBTENANT: NAME: Public School Academies of Detroit
ADDRESS: Contract Administrator
P.O. Box 6349
Plymouth, MI 48170

DEMISED PREMISES: Land ("Site") consisting of approximately 1.25 acres as described in legal description attached as Exhibit A, and all existing buildings, improvements, parking lots, paved areas, driveways, and ingress/egress to the Site, and all fixtures, furnishings and equipment located on the Site (collectively "FF&E") listed in attached Exhibit B.

SUBLEASE TERM: From the Sublease Commencement Date until June 30, 2013 unless terminated sooner pursuant to Paragraph 2.2.

SUBLEASE COMMENCEMENT DATE: This Lease shall commence and is effective on August 15, 2008.

RENT COMMENCEMENT DATE: August 15, 2008

SCHOOL YEAR September 1 to June 30

TERMINATION DATE: June 30, 2013.

BASE RENT: The Annual Base Rent Shall be \$1.00.

EXHIBITS ATTACHED: A - Legal Description of Demised Premises.
B - Lease

SECTION 2

GRANT AND TERM

2.1 Demised Premises

TEF-TWO, LLC, a Michigan limited liability company ("Landlord") has entered into a Lease Agreement, a copy of which is attached hereto as Exhibit B (the "Lease"). Subject to the additional terms hereof, Sublandlord, in consideration of the rents to be paid and the covenants, promises and agreements to be performed by Subtenant, does hereby lease to Subtenant and Subtenant hereby rents from Sublandlord, the Demised Premises described in Section 1 hereof, being the same Demised Premises set forth in Section 1 of the Lease, upon the same terms and conditions and for the same duration and term as set forth in said Exhibit B.

2.2 Term

The term of this Sublease shall be for the Sublease Term commencing on the Sublease Commencement Date stated in Section 1 and expiring on the Termination Date stated in Section 1, unless the Sublease Term is extended or sooner terminated in accordance with the provisions of this Sublease, or automatically and immediately terminated in accordance with Article X of a certain Public School Academy Contract dated December 14, 2007, by and between the Grand Valley State University ("GVSU") and the Subtenant (the "Charter School Contract") For purposes of this Sublease, references to Sublease Term shall include any option to extend exercised in accordance with the terms of this Sublease.

SECTION 3

INCORPORATION OF LEASE; SUBLANDLORD'S COVENANTS

3.1 Incorporation by Reference of Lease

Subtenant hereby acknowledges that the provisions of the Lease are incorporated hereby by reference and that, with the exception of any obligations relating to initial construction contained in either such Exhibits and insurance costs, Subtenant hereby assumes the obligations and duties of Sublandlord and agrees to be bound thereby and further agrees that all restrictions contained in the Lease shall likewise be restrictions upon the operations of Subtenant. The breach by Subtenant of any provision of the Lease shall constitute a breach of this Sublease.

3.2 Incorporation by Reference of Lease

In addition to all representations, covenants and warranties made by Sublandlord herein, Sublandlord hereby represents, covenants and warrants to Subtenant as follows: (a) the Lease is in full force and effect and have not been changed, modified or amended; (b) Sublandlord has the full right and power to execute this Sublease and to sublease the Demised Premises to Subtenant and Subtenant shall peacefully and quietly have, hold and enjoy the Demised Premises with all of the benefits, rights and privileges of Sublandlord under the Lease, including any renewal options; (c) Sublandlord is not in default in the payment of rent or in the performance of any other obligation of Sublandlord under the Lease; (d) Landlord is not in default under the Lease

and has performed its obligations thereunder in a timely manner; (e) to the best of Sublandlord's knowledge and belief, Landlord is the sole owner of the Demised Premises with fee simple title thereof and Sublandlord has not entered into an agreement with anyone for the assignment or sublease of the Demised Premises except with Subtenant and with Mosaic Dance Theatre of Detroit as a subtenant; and (f) Sublandlord agrees to refrain from entering into any amendment to or modification of the Lease that would conflict with or materially limit the rights granted to Subtenant by this Sublease. A copy of any amendment to or modification of the Lease shall be promptly furnished to Subtenant.

SECTION 4

POSSESSION AND COMMENCEMENT OF TERM

4.1 Possession and Commencement of Sublease Term

As provided in the Lease, Landlord shall deliver actual possession of the Demised Premises to Sublandlord (and Sublandlord shall deliver actual possession of the Demised Premises to Subtenant hereunder) on or before the date the Demised Premises are substantially completed meaning the earlier of (i) the date upon which at least two of the school/classroom buildings and the commons building are available for use by the Subtenant or (ii) the date Subtenant occupies all or a portion of the Demised Premises ("Substantial Completion Date"), but if delivery is delayed, the date upon which such possession is delivered shall constitute the "Rent Commencement Date" in lieu of the date provided in Section 1 and the Termination Date provided in Section 1 shall be appropriately extended. As provided in the Lease, Landlord shall when construction progress so permits (and Sublandlord shall when construction progress so permits), notify Subtenant of the anticipated Substantial Completion Date. By occupying the Demised Premises, Subtenant will be deemed to have accepted the Demised Premises. The Rent, as defined herein, due under this Sublease and the term of this Sublease shall commence on the Rent Commencement Date.

4.2 Sublandlord Not Liable For Delays

Under no circumstances shall Sublandlord be liable for any delays in the delivery of possession to Subtenant on the Rent Commencement Date. Subtenant's sole and exclusive remedy shall be the abatement of Rent until the Demised Premises are ready for occupancy and possession is delivered to Subtenant.

4.3 Memorandum

Within 30 days after the delivery of possession to Subtenant, Subtenant shall join with Sublandlord in the execution of a written memorandum confirming the Rent Commencement Date and Termination Date of the Sublease Term. Subtenant's failure to execute the Memorandum (if requested by Sublandlord) shall be a default by Subtenant under this Sublease.

SECTION 5

BASE RENT

5.1 Base Rent

Subtenant shall pay to Sublandlord the Annual Base Rent stated in Section 1, for the Demised Premises during the Sublease Term. The Annual Base Rent shall be payable in one annual payment in advance on the Rent Commencement Date and the first day of each Sublease Year thereafter at the office of Landlord stated in Section 1 of the Lease or such other place designated by Landlord.

5.2 Rent Net of Expenses

Sublandlord and Subtenant intend that the Annual Base Rent due hereunder, together with any adjustments during the Sublease Term shall be absolutely net of all costs, expenses, taxes (real and personal) and charges of every kind and nature whatsoever relating to the ownership, occupancy or use of the Demised Premises.

5.3 Additional Rent

All amounts due from Subtenant and payable to Sublandlord or the provider of any service (such as utilities, maintenance, etc.), if provided direct to Subtenant, excluding Annual Base Rent, including, without limitation, utilities, Taxes (as defined in Section 7.2 of the Lease) and maintenance shall be deemed to be additional rent ("Additional Rent"). Upon Subtenant's failure to pay any such amount, Sublandlord, in addition to any other remedies, shall have the same remedies provided for Subtenant's failure to pay the Annual Base Rent (the Annual Base Rent, together with the Additional Rent, shall be collectively referred to as "Rent"). Subtenant shall pay any and all sums of money or charges required to be paid by Subtenant under this Sublease, including, but not limited to, Additional Rent, promptly when the same are due, without any deductions or setoff whatsoever. Sublandlord will forward to Subtenant any bills Sublandlord receives that Subtenant is obligated to pay, including but not limited to tax, utility and other service bills, within five days of Sublandlord's receipt thereof.

5.4 Sublease Year

Sublease Year shall mean a period of twelve (12) consecutive calendar months, except the last year of the Sublease, which shall expire on the Termination Date. The first Sublease Year shall begin on the Rent Commencement Date if the Rent Commencement Date shall occur on the first day of the month; if not, then the first Sublease Year shall commence on the first day of the month following the Rent Commencement Date. Each succeeding Sublease Year shall commence on the anniversary of the commencement of the first Sublease Year. If the Rent Commencement Date is other than the first day of a month, then the period between the Rent Commencement Date and the first day of the month following the Rent Commencement Date shall be added and be part of the first Sublease Year.

SECTION 6

UTILITIES

Subtenant agrees to pay all charges made against the Demised Premises for gas, heat, water, air conditioning, electricity, sanitary and storm sewage disposition, telephone and all other utilities ("Utilities") during the Sublease Term (but specifically excluding the expenses of bringing into the Building and metering the Utilities, which costs are included as part of Landlord's Improvements) as the same shall become due all of which shall be separately metered and billed directly to Subtenant. Sublandlord shall not be liable to Subtenant for the quality or quantity of any such utilities, or for any interruption in the supply of any such utilities.

SECTION 7

RESERVED

SECTION 8

USE OF DEMISED PREMISES

8.1 Use of Demised Premises

Subtenant shall use and occupy the Demised Premises during the Sublease Term only for the purpose of establishing, managing, and operating a charter high school and attendant office use, and for no other purpose without the prior written consent of the Sublandlord, which may be granted or withheld in its sole and absolute discretion. Subtenant shall not use or permit any person to use the Demised Premises or any part thereof for any use or purpose other than the use stated in this Sublease or in violation of any law, statute, order, ordinance, code, rule or regulation of any federal, state or municipal body or other governmental agency or authority having jurisdiction thereof, including, without limitation, zoning, land use and building ordinances, uses and requirements; occupational safety and health requirements; community right-to-know requirements; the Americans With Disabilities Act of 1990; and state and federal environmental laws (collectively "Laws"), affecting the Demised Premises, if any; provided, however, that Subtenant shall not be responsible for any violation of Laws or any condition at the Demised Premises existing on or before the Lease Commencement Date. Subtenant shall comply strictly with each and every term, condition and requirement of the Charter School Contract.

8.2 Care of Demised Premises

Subtenant shall keep the Demised Premises orderly, neat, safe and clean and free from rubbish and dirt at all times and shall store all inventory, supplies, trash and garbage within the buildings on the Demised Premises. Subtenant shall keep the driveways and walkways within the Demised Premises free from snow and ice, and shall arrange for the regular removal of snow during the winter months and the pick up of trash and garbage at Subtenant's expense. At the expiration of the Sublease Term, or the sooner termination thereof, Subtenant shall surrender the Demised Premises in as good condition and repair as existed at the time Subtenant took possession, reasonable wear and tear excepted.

8.3 Hazardous Substances

Subtenant shall not cause or permit the Demised Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous substances.

SECTION 9 **INDEMNITY**

9.1 Indemnity

To the extent permitted by applicable law, Sublandlord shall defend, indemnify and hold harmless Subtenant and Subtenant's officers, directors, employees and agents, from and against any and all claims, suits, personal injuries, death, property damage, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses (collectively "Damages") which may be imposed upon, incurred by, or asserted against Subtenant or Subtenant's officers, directors, employees or agents (collectively "Indemnified Parties"), arising directly or indirectly from any (a) occurrence on or about the Demised Premises from any cause whatsoever from and after the Commencement Date and during the Sublease Term, (b) failure of Sublandlord to comply with any provision of this Sublease or the Lease and/or failure of Subtenant to comply with any provision of this Sublease, (c) failure of any subtenant to comply with any provision of any sublease, (d) occupancy or use by Subtenant and/or subtenant of the Demised Premises or any act or omission of Subtenant, Sublandlord, their respective employees, agents, representatives, invitees, licensees and contracting parties or any subtenant, (e) Subtenant's failure to comply with any and all of its obligations and requirements set forth in the Compliance Analysis, or (f) any other claim for which Sublandlord is responsible for indemnifying Landlord under the Lease and any inaccuracy in any representation or the breach of any covenant or warranty of Sublandlord contained in the Lease. The indemnities provided herein shall include attorneys' fees incurred by the Indemnified Parties in connection with such Damages or to enforce the indemnity given hereunder. Sublandlord shall not be required, however, to indemnify Subtenant against Damages arising from Subtenant's gross negligence or willful misconduct. Any liability or loss as to which the Indemnified Parties are entitled under this Section 9.1 and all expenses incurred in connection therewith including, but not limited to, attorneys fees, shall constitute Additional Rent payable upon demand.

9.2 Insurance

Sublandlord shall procure and keep in effect during the Sublease Term commercial, general liability insurance on an occurrence basis, including operations and insured contract coverage, for personal injury or death or property damage occurring in, upon or about the Site or Demised Premises or any street, drive, sidewalk, curb or passageway adjacent thereto in the amount reasonably required by Landlord (but in no event less than Ten Million (\$10,000,000) Dollars combined single limit per occurrence, which may be based on a combination of primary coverage plus excess insurance or "umbrella" coverage, as well as all other insurance coverages, including without limitation, property insurance coverage, required under the Lease. Any contractual liability coverage for indemnifications given by Sublandlord under this Sublease shall not in any way limit such indemnifications. Sublandlord and Subtenant shall maintain

worker's compensation insurance as required by law, covering their respective employees. Sublandlord and Subtenant will each, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Sublease. Sublandlord and Subtenant shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

9.3 Delivery of Policy and Special Endorsement

The insurance policies required by this Section 9 shall name Subtenant of the Demised Premises as an additional insured and contain provisions, deductibles and special endorsements satisfactory to Landlord. Such insurance policies shall prohibit cancellation, alterations, changes, amendments, modifications, deletions or reductions in coverage either at the insistence of Sublandlord or the insurance company issuing the policy, without at least thirty (30) days prior written notice having been given to Subtenant. All insurance policies shall be written by carriers with a Best rating of B+ or greater. Original Insurance Certificates and copies of insurance policies and all renewals thereof, together with receipts evidencing payment in full of the premiums thereon, shall be delivered promptly to Subtenant prior to Subtenant taking possession and at least thirty (30) days prior to expiration or renewal of such insurance.

SECTION 10 **MAINTENANCE AND REPAIRS**

10.1 Maintenance And Repairs

Subject to the warranties Landlord receives from any construction contractor, subcontractor or materialman providing services and/or material in connection with the Landlord's Improvements, Subtenant shall, at its sole cost and expense, during the Sublease Term, maintain, repair and replace and keep neat and in good appearance and condition the Demised Premises, including, but not limited to, the roof, exterior, interior, ceiling, electrical system, plumbing system, HVAC system, storm sewers, sanitary sewers, water main, the driveways, walkways, parking area, lighting facilities, landscaping and land, which are part of the Demised Premises; provided, however, that Subtenant shall not be responsible for latent defects at the Demised Premises. The plumbing system, including the sewage facility, serving the Demised Premises shall not be used for any purpose other than for which it was constructed and Subtenant shall not introduce any matter therein which results in blocking such system. Subtenant shall, at its sole cost and expense, also repair or replace the driveways, walkways, parking areas, and landscaping on the Demised Premises. Subtenant shall, at its sole cost and expense, contract with contractors acceptable to Landlord (except in the case of emergency) for the performance of all maintenance, repairs and replacement required of Subtenant under this Sublease. Subtenant shall perform such maintenance, repairs and replacement so as to maintain the Demised Premises in the same condition in which it was delivered to Subtenant, reasonable wear and tear excepted. Such maintenance, repair and replacement obligations of Subtenant shall include items deemed to be capital improvements for tax purposes. The maintenance, repair and replacement obligations of Subtenant hereunder, shall survive termination of this Sublease to the extent such obligations accrued prior to the termination of this Sublease.

Subtenant shall not be responsible for establishing the escrow account contemplated under

Section 10.1 of the Lease.

10.2 Compliance With Laws

During the term of this Sublease, Subtenant shall comply with all Laws (as defined in Section 8.1) and make any repairs, additions, modifications or alterations to the Demised Premises, regardless of the nature thereof, which are required by any Laws or Restrictions or required by the insurance carrier to maintain the insurance required under this Sublease; provided, however, that Subtenant shall not be responsible for any conditions existing at the Demised Premises prior to the Sublease Commencement Date.

SECTION 11 SUBTENANT'S ALTERATIONS

Subtenant shall not make any structural alterations, additions, modifications or improvements to the Demised Premises without the prior written consent of Sublandlord, which consent may be granted or withheld in the sole and absolute discretion of Sublandlord. Subtenant shall not make any non-structural alterations, additions, modifications or improvements having a cost in excess of \$10,000 to the Demised Premises without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld.

SECTION 12 WAIVER OF SUBROGATION

12.1 Waiver of Subrogation

Any property insurance policy carried by Sublandlord or Subtenant or any policy covering both the interest of Sublandlord or Subtenant under this Sublease shall include a provision under which the insurance company waives all right of recovery by way of subrogation against Sublandlord or Subtenant in connection with any loss or damage covered by any such policy. Sublandlord or Subtenant hereby release and discharge each other from any liability whatsoever arising from any loss, damage or injury caused by fire or other casualty to the extent of the insurance covering such loss, damage or injury.

SECTION 13 RESERVED

SECTION 14 RESERVED

SECTION 15 FIXTURES AND EQUIPMENT

All furnishings, fixtures and equipment installed by Sublandlord shall remain the property of Sublandlord at the termination of this Sublease. If Subtenant installs any furnishings, fixtures or equipment during the Term of this Sublease that are incorporated into and/or affixed to the

buildings or improvements located on the Demised Premises and cannot be removed without substantial damage or injury to the buildings or improvements, then they shall automatically become the property of Sublandlord upon installation and shall not be removed without Sublandlord's prior written consent, which may be granted or withheld in its sole and absolute discretion. All fixtures and equipment installed by Subtenant and not removed at the termination of the Sublease Term shall remain the property of Sublandlord. In the event Sublandlord consents to such removal, Subtenant shall remove such fixtures in accordance with all applicable Laws and Restrictions and shall repair any such damage or injury in a good and workmanlike manner.

SECTION 16 **ASSIGNMENT, SUBLETTING AND TRANSFERS BY SUBTENANT**

Subtenant shall not sell, assign, sublet, hypothecate, encumber, mortgage or in any manner transfer this Sublease or any estate or interest therein (including any transfer by operation of law or otherwise), the Demised Premises or any part thereof or permit the use of the Demised Premises by any person or entity other than Subtenant (collectively "Transfer") without the prior written consent of the Sublandlord, which may be granted or withheld in its sole and absolute discretion.

SECTION 17 **RESERVED**

SECTION 18 **DEFAULT, RE-ENTRY AND DAMAGES**

18.1 Default

The following shall constitute a default ("Default") under this Sublease:

- (a) Subtenant fails to pay within seven days of the due date any Base Rent or Additional Rent due hereunder on the day the same shall be due;
 - (b) Subtenant fails to perform any of the terms and conditions under this Sublease, other than the payment of Base Rent or Additional Rent, and such failure remains uncured for thirty (30) days following written notice;
 - (c) Subtenant shall file bankruptcy or Subtenant shall become insolvent;
 - (d) Subtenant has abandoned or vacated the Demised Premises;
- (c) Subtenant fails to meet any one or more of the following performance standards relating to its operation of the charter middle school ("Charter Middle School") located on the Demised Premises:

1. Average daily attendance rate of at least 90%.
 2. On the Michigan Educational Assessment Program ("MEAP") assessments administered in October 2009, the average of the 7th and 8th grade scores combined shall be at least 80% in language arts and 65% in mathematics; on the MEAP administered in October 2010, the average combined 7th and 8th grade scores shall be at least 83% in language arts and 75% in mathematics; on the MEAP administered in October of 2011, the average combined 7th and 8th grade scores shall be at least 87% in language arts and 80% in mathematics; on the MEAP administered in October 2012, the average combined 7th and 8th grade scores shall be at least 90% in language arts and 85% in mathematics; and, on the MEAP administered in October 2013, the average combined 7th and 8th grade scores shall be at least 90% in language arts and 90% in mathematics. Achieving the above outcomes is predicated on the MEAP being constructed and scored in a manner substantially similar to that implemented on the 2007 assessment.
 3. Re-enrollment rates shall result in at least 100 8th grade students entering UPA High School upon graduation from Middle School each year with a minimum of 60 of those 100 students having spent three full School Years at the Middle School.
- (f) In the event (i) Doug Ross is terminated, (ii) the contract of Doug Ross with Subtenant expires or is not renewed by Subtenant, (iii) Doug Ross is no longer the Superintendent of the University Preparatory Academy for any reason, including, but not limited to the physical or mental disability of Doug Ross which shall last for more than 120 days, or the death of Doug Ross, or (iv) Subtenant fails during the Sublease Term to obtain and maintain, at its own cost, a life insurance policy acceptable to Sublandlord, insuring the life of Doug Ross for \$1 Million Dollars and naming Sublandlord as the sole beneficiary; provided, however, in no event shall Sublandlord terminate this Sublease during a School Year.
- (g) The failure of Subtenant to establish policies required by the Charter School Contract in a timely manner, as required by such Charter School Contract.
- (h) The termination or expiration of the Charter School Contract or any failure to renew or extend such Charter School Contract for any reason or no reason; unless replaced as provided in Paragraph 2.2 [of _____] prior to the commencement of the next School Year. In the event the Charter School Contract is terminated during the School Year, thereby prohibiting the Subtenant from operating a Charter High School in accordance with state law, this Sublease shall terminate automatically.
- (i) A default under the Lease, dated April July 1, 2008, between Landlord and Sublandlord for the charter Elementary School I located at 957 Holden and/or the Lease, dated July 1, 2008, for the charter Elementary School II, located at 435 Amsterdam and/or the Lease dated August 15, 2008 for the charter Middle School located at 5300 / 5310 Antoinette,

all located in Detroit, MI 48202, that are not cured within the time specified in such Elementary, Middle School and High School leases, shall be a default under this Sublease.

- (j) A default under the terms of any and all loan arrangements that University Preparatory Academy and/or Sublandlord may have from time to time with the Thompson Educational Foundation that are not cured within the time specified in such loan agreement, shall be a default under this Sublease.

18.2 Sublandlord's Remedies Upon Default

A. Immediately upon Subtenant's Default under this Lease, except (i) in the case of Subtenant's Default under 18.1(e)(1-15), then one year from Subtenant's failure to meet any of the performance criteria set forth therein, and (ii) in the case of a Subtenant's Default under 18.1(f), if during a School Year, then by July 15, Sublandlord shall, in addition to all of its other remedies under this Sublease and available at law or in equity, have the right to re-enter the Demised Premises, in accordance with applicable law, to remove all persons and property therefrom. Upon such Default, Sublandlord, at its option, may either terminate this Sublease, or without terminating this Sublease, relet the Demised Premises or any part thereof on such terms and conditions as Sublandlord deems advisable in its sole and absolute discretion. No such eviction, entry or taking of possession of the Demised Premises, whether through summary eviction proceedings or by self-help, shall be construed as an election on its part to terminate this Sublease unless Sublandlord provides written notice of such intention to Subtenant or unless termination is declared by a court of competent jurisdiction.

B. In addition to any other remedy provided for herein, if Sublandlord brings suit to recover possession of the Demised Premises or money due under this Sublease or a suit for the breach of an obligation Subtenant should have performed under the Sublease and if the Sublandlord prevails, the Subtenant shall pay the Sublandlord for expenses incurred in the action, including reasonable attorneys fees. Such expenses shall be deemed to have an incurred when the action commences and shall be enforced whether or not the action is prosecuted to judgment. In the event Subtenant prevails in any lawsuit in connection with the Demised Premises, Subtenant shall have its expenses, including reasonable attorney fees, paid by Sublandlord.

18.3 Waiver of Jury Trial and Counterclaim

In the event Sublandlord commences any proceedings for non-payment of Rent, Additional Rent, or any other amount payable to Sublandlord by Subtenant, Subtenant shall not interpose any counterclaim of whatsoever nature or description in any such proceeding unless same is a compulsory or mandatory counterclaim. This shall not, however, be construed as a waiver of Subtenant's right to assert such a claim in any separate action brought by Subtenant. Sublandlord and Subtenant waive trial by jury in any action or proceeding brought by either party on any matter whatsoever arising out of or in any way connected with this Sublease, the relationship of lessor and lessee, Subtenant's use or occupancy of the Demised Premises, or any claim of injury or damage.

SECTION 19
QUIET ENJOYMENT

Sublandlord covenants that so long as Subtenant is not in Default the terms and conditions of this Sublease, Subtenant may peacefully and quietly hold and enjoy the Demised Premises for the Sublease term without interference by Sublandlord or any person claiming by, through or under Sublandlord.

SECTION 20
SUBTENANT'S REMEDIES

20.1 Default by Sublandlord

Any provision in this Sublease or the Lease to the contrary notwithstanding, if Sublandlord fails to perform its obligations under this Sublease and such failure (a) interferes substantially with the normal use of the Demised Premises as allowed in this Sublease, and (b) continues for more than three (3) consecutive business days, then the Annual Base Rent shall be proportionately abated until such interference is eliminated or the Demised Premises are otherwise rendered tenantable again. If Sublandlord fails to perform its obligations under this Sublease and the interference resulting therefrom continues for a period of thirty (30) or more consecutive days, then Subtenant shall have the right and option to cancel this Sublease by giving written notice to Sublandlord within fifteen (15) days after the end of such thirty (30) day period.

20.2 Subtenant's Remedies

In the event Sublandlord shall fail to pay any sum provided to be paid by it under the Lease and not provided to be paid or reimbursed by Subtenant pursuant to this Sublease, or if Sublandlord shall be in default of any of the other provisions of the Lease, which default is not the result of any default by Subtenant under this Sublease or the Lease and Sublandlord fails to remedy any such default within the time provided in the Lease, Subtenant, in addition to any other rights or remedies that Subtenant may have at law or in equity, may recover any actual damages sustained by Subtenant as a result of Sublandlord's default plus Subtenant's reasonable attorneys' fees. Subtenant, at Subtenant's option, may cure at Sublandlord's sole expense, any such default of which Sublandlord shall first have been given notice, and all sums expended by Subtenant in curing such default shall be due and payable by Sublandlord upon receipt of Subtenant's demand therefor. Upon receipt, Sublandlord shall promptly furnish Subtenant with a copy of each notice, demand, or correspondence delivered to Sublandlord from the Landlord under the Lease. Likewise, Subtenant shall promptly furnish Sublandlord copies of each such notice, demand, or correspondence received from Landlord. Sublandlord understands and agrees that Subtenant shall have the option to assume the position of Sublandlord in any proceeding to enforce any term or condition of the Lease which Sublandlord has the right to enforce. Sublandlord agrees to join with Subtenant in any such proceedings in the event such action becomes necessary in the reasonable opinion of Subtenant.

SECTION 21

OPTION TO EXTEND

21.1 Option to Extend Sublease Term

So long as Subtenant is not in Default under this Sublease and provided that Sublandlord has exercised its Option to Extend contained in the Lease, Subtenant shall have an option to extend the Sublease Term on the same terms and conditions (excepting revised performance standards proposed by Sublandlord to those set forth in Section 18.1(e)) set forth herein for a period of five (5) years ("Option Period") in accordance with the terms of this Section 21 ("Option to Extend"). The Option to Extend the Sublease Term is personal to the Subtenant and is not transferable or exercisable by any transferee.

21.2 Exercise of Option

If this Sublease and the Lease are in full force and effect and if Sublandlord has exercised its Option to Extend the Lease pursuant to and in accordance with the terms of the Lease, and Subtenant complies with Section 21.1, Subtenant may exercise the Option to Extend by providing Sublandlord with written notice of exercise not more than fifteen (15) months or less than twelve (12) months prior to the expiration of the initial five year Term provided Subtenant is in compliance with the performance standards for the Charter Middle School set forth in this Sublease, and agrees to comply with updated performance standards proposed by Sublandlord for the Option Period.

SECTION 22

MISCELLANEOUS

22.1 Condition of Demised Premises

This Sublease and exhibits attached hereto and forming a part hereof, set forth all of the covenants, agreements, stipulations, promises, conditions, understandings and representations, hereinafter collectively "Representations" between Sublandlord and Subtenant concerning the Demised Premises and the buildings and improvements to be constructed thereon. Sublandlord and Subtenant agree that there are no Representations other than set forth herein and agree to make no claims against each other based upon Representations not set forth herein.

22.2 Modification

This Sublease shall not be modified or amended unless by a writing signed by Sublandlord and Subtenant.

22.3 Notices

Any notices or demands required under this Sublease shall be in writing addressed to the party at the address set forth Section 1 or such changed address provided in writing by such party and shall be served as follows: (a) by personal service with service being effective upon delivery, or

(b) by certified mail, return receipt requested, with service being effective two (2) days after mailing, or (c) by telecopy, facsimile or other form of telecommunication, with service being effective upon the date of transmission with reasonable evidence that the transmission was sent, or (d) by recognized overnight courier service, with service being effective one (1) day after delivery to such courier service.

22.4 Survival

Any obligation of Subtenant under this Sublease which is not performed in full prior to the termination of this Sublease shall survive the termination of this Sublease and continue in full force and effect until performed in full.

22.5 Captions and Section Numbers

The captions, section numbers, article numbers, and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Sublease nor in any way affect this Sublease.

22.6 Construction

This Sublease shall be construed and enforced in accordance with the laws of the State of Michigan. If any provision of this Sublease, or the application thereof to any person or circumstances, shall, to any extent be invalid or unenforceable, the remaining provisions of this Sublease shall not be affected thereby and shall be valid and enforceable.

22.7 Binding Effect

This Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and permitted transferees.

22.8 Joint Drafting

Sublandlord and Subtenant acknowledge and agree that each has joined in and contributed to the drafting of this Sublease and as a result there shall be no presumption in construing the provisions of this Sublease favoring or burdening either Sublandlord or Subtenant based upon draftsmanship or similar rule of construction.

22.9 Counterparts

This Sublease may be executed in any number of separate counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Sublease on the day and year first above written.

IN THE PRESENCE OF:

Amela Kory

SUBLANDLORD:

New Urban Learning,
a Michigan non-profit corporation

By: [Signature]

Its: [Signature]

SUBTENANT:

PUBLIC SCHOOL ACADEMIES OF DETROIT,
a Michigan non-profit corporation

Rochele A. Inf

By: [Signature]

Its: President

CONSENTED TO BY:

TEF-TWO, LLC,
a limited liability company

By: SIGNED IN COUNTERPART

Its: _____

IN THE PRESENCE OF:

SUBLANDLORD:

New Urban Learning,
a Michigan non-profit corporation

By: SIGNED IN COUNTERPART

Its: _____

SUBTENANT:

PUBLIC SCHOOL ACADEMIES OF DETROIT,
a Michigan non-profit corporation

By: SIGNED IN COUNTERPART

Its: _____

CONSENTED TO BY:

TEF-TWO, LLC,
a limited liability company

By: John B. Cleary

Its: V.P. Finance & Real Estate

Calley Ebyer

EXHIBIT A
LEGAL DESCRIPTION OF DEMISED PREMISES

CITY OF DETROIT

LOTS 5 THROUGH 8, INCLUSIVE, BLOCK 35, AND THE NORTH 64.91 FEET OF LOTS 1 THROUGH 3, INCLUSIVE, AND THE NORTH 64.91 FEET OF THE WEST 30.27 FEET OF LOT 4, BLOCK 34, FERRY AND LYSTER'S SUBDIVISION OF BLOCKS 32, 34, 35, 36, 37 AND 38, ANTOINE BEAUBIEN FARM BETWEEN FERRY AVENUE AND THEODORE STREET, DETROIT, AS RECORDED IN LIBER 12 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS, ALSO LOTS 10 THROUGH 12, INCLUSIVE, PLAT OF THE SUBDIVISION OF LAND LYING NORTH OF FREDERICK STREET AND WEST OF HASTINGS STREET AND BEING PART OF THE C. MORAN FARM AS RECORDED IN LIBER 7 OF PLATS, PAGE 23, WAYNE COUNTY RECORDS, ALSO THE NORTH 64.91 FEET OF THE EAST 30.00 FEET OF LOT 1, THE NORTH 64.91 FEET OF VACATED HIRAM COURT (36 FEET WIDE) LYING ADJACENT TO THE WEST LINE OF THE EAST 30.00 FEET OF SAID LOT 1, THE NORTH 64.91 FEET OF THE WEST 24.00 FEET OF LOT 2, AND THE NORTH 64.91 FEET OF THE WEST 11.73 FEET OF LOT 3, CHARLES C. YEMANS SUBDIVISION OF BLOCK E. C. MORAN FARM, AS RECORDED IN LIBER 9 OF PLATS, PAGE 80, WAYNE COUNTY RECORDS, ALSO ALL THAT PART OF VACATED FREDERICK STREET, 60 FEET WIDE, LYING ADJACENT TO THE ABOVE DESCRIBED LOTS; ALL OF THE LAND HEREIN DESCRIBED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF ST. ANTOINE STREET (50 FEET WIDE) AND THE SOUTHERLY LINE OF A PUBLIC ALLEY (20 FEET WIDE) FIRST SOUTHERLY OF KIRBY AVENUE, 80.00 FEET WIDE, SAID POINT BEING THE NORTHWESTERLY CORNER OF THE AFOREMENTIONED LOT 8, BLOCK 35, FERRY AND LYSTER'S SUBDIVISION, AS RECORDED IN LIBER 12 OF PLATS, PAGE 42, WAYNE COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID PUBLIC ALLEY (20.00 FEET WIDE), NORTH 63 DEGREES 52 MINUTES 25 SECONDS EAST 298.23 FEET; THENCE ALONG THE EASTERLY LINE OF LOT 10, SOUTH 26 DEGREES 09 MINUTES 05 SECONDS EAST 175.05 FEET; THENCE ALONG THE CENTERLINE OF SAID VACATED FREDERICK AVENUE, NORTH 63 DEGREES 52 MINUTES 25 SECONDS EAST 1.77 FEET; THENCE SOUTH 26 DEGREES 51 MINUTES 45 SECONDS EAST 94.63 FEET; THENCE SOUTH 64 DEGREES 07 MINUTES 22 SECONDS WEST 300.00 FEET TO A POINT ON THE EASTERLY LINE OF ST. ANTOINE STREET (50 FEET WIDE); THENCE ALONG SAID LINE, NORTH 26 DEGREES 09 MINUTES 05 SECONDS WEST 270.00 FEET TO THE POINT OF BEGINNING.

RE: 5300/5310 ST. ANTOINE

TAX ITEM NO. 001490 WARD 3 (5310 ST. ANTOINE)
AND 003720.002L WARD 3 (5300 ST. ANTOINE)





State of Michigan
John Engler, Governor

Department of Consumer & Industry Services
Kathleen M. Wilbur, Director

Inspection Report

Page 1 of 1

OFS-40

Office of Fire Safety

General Office Building

7150 Harris Drive

Lansing, MI 48909-7504

Web Site www.cis.state.mi.us/fire

FACILITY NAME University Preparatory Academy	DATE 12/13/2001	COUNTY Wayne	PROJECT 0820-01
ADDRESS 5310 St. Antoine Ave.	FACILITY TYPE Charter School	RULES/CODES School - 99	JOB/LIC/FAC. NO.
CITY, STATE ZIP CODE Detroit, MI 48202	FACILITY REPRESENTATIVE Doug Ross	INSPECTION TYPE Annual	

Re: Remodel existing building for new charter school

A recheck fire safety inspection was completed this date. Deficiencies noted in prior inspection reports have been satisfactorily corrected. This report may be considered as final approval of this project.

Ferlito Construction
313-237-2905

Detroit Fire Dept.

FIRE SAFETY CERTIFICATION Approved		PROJECT STATUS Closed	REVIEWED BY <i>[Signature]</i>
DISTRIBUTION Facility File CIS/HQ Local FD	INSPECTING OFFICIAL Lawrence DeWachter SIGNATURE OF OFFICIAL <i>[Signature]</i>	ADDRESS 24155 Drake Road Farmington, Michigan 48334 248-888-8761 248-888-8760 larry.dewachter@cis.state.mi.us	
		TELEPHONE FAX E-MAIL	

Received Time Jul.11. 3:31PM

UPA Elementary #1
957 Holden
Detroit, MI 48202

EXHIBIT 3

LEASE

Between

**LANDLORD: THOMPSON EDUCATIONAL FOUNDATION
a Michigan non-profit corporation,**

And

**TENANT: PUBLIC SCHOOL ACADEMIES OF DETROIT,
a Michigan nonprofit corporation**

Dated: June 20, 2013

SECTION 1
SCHEDULE

NAME: THOMPSON EDUCATIONAL
FOUNDATION

NAME: PUBLIC SCHOOL ACADEMIES OF
DETROIT

Land located in the City of Detroit, Wayne County, Michigan at 957 Holden, Detroit, Michigan as described in the legal description attached as Exhibit A (the "Site"), together with all improvements located thereon, including without limitation the existing building (collectively, the "Demised Premises").

July 1, 2013 until June 30, 2018 unless terminated sooner pursuant to Paragraph 2.2.

The term of this Lease shall commence on July 1, 2013.

July 1, 2013.

July 1 to June 30

June 30, 2018

The Annual Base Rent shall be \$1.00.

"A" - Legal Description of Site
"B" - Performancc Standards
"C" - Schedule of Annual Cap Ex Amounts

SECTION 2
GRANT AND TERM

2.1 Demised Premises

Landlord, in consideration of the rents to be paid and the covenants, promises and agreements to be performed by Tenant, does hereby lease to Tenant and Tenant hereby rents from Landlord, the Demised Premises described in Section 1.

2.2 Term

The term of this Lease shall be for the Lease Term, unless the Lease Term is extended or sooner terminated in accordance with the provisions of this Lease. Also, the Lease Term shall immediately terminate if Tenant's authorization to operate the Elementary School is terminated in accordance with Article X of a certain Contract to Charter One or More Urban High School Academies and Related Documents dated December 14, 2007, as amended, by and between GVSU Board of Trustees ("Authorizer") and the Public School Academies of Detroit (the "Charter School Contract").

SECTION 3
INTENTIONALLY OMITTED

SECTION 4
POSSESSION AND COMMENCEMENT OF TERM

4.1 Possession and Commencement of Lease Term

Landlord shall deliver actual possession of the Demised Premises to Tenant on or before the Commencement Date, specified in Section 1. On the Lease Commencement Date, Tenant will be deemed to have accepted the Demised Premises. The Rent, as defined herein, due under this Lease and the term of this Lease shall commence on the Rent Commencement Date.

4.2 Landlord Not Liable For Delays

Under no circumstances shall Landlord be liable for any delays in the delivery of possession to Tenant on the Commencement Date. Tenant's sole and exclusive remedy shall be the abatement of Rent until the Demised Premises are ready for occupancy and possession is delivered to Tenant.

SECTION 5
BASE RENT

5.1 Base Rent

Tenant shall pay to Landlord the Annual Base Rent stated in Section 1, for the Demised Premises during the Lease Term. The Annual Base Rent shall be payable in one annual

payment in advance of the Rent Commencement Date and the first day of each Lease Year thereafter at the office of Landlord stated in Section 1 or such other place designated by Landlord.

5.2 Rent Net of Expenses

Landlord and Tenant intend that Base Rent due hereunder, together with any adjustments during the Lease Term shall be absolutely net of all costs, expenses, taxes (real and personal) and charges of every kind and nature whatsoever relating to the ownership, occupancy or use of the Demised Premises. To the extent permitted by law and without waiving any privilege or immunity, Tenant shall indemnify and hold Landlord harmless from and against any such costs, expenses, taxes (real or personal) and charges for which Tenant is responsible under this Lease.

5.3 Additional Rent

All amounts due from Tenant and payable to Landlord or the provider of any service (such as Utilities, as defined below, maintenance, etc.), if provided direct to Tenant, excluding Base Rent, including, without limitation, Utilities, Taxes (as defined below), maintenance and insurance costs shall be deemed to be additional rent ("Additional Rent"). Upon Tenant's failure to pay any Additional Rent, Landlord, in addition to any other remedies, shall have the same remedies provided for Tenant's failure to pay Base Rent (Base Rent, together with the Additional Rent, shall be collectively referred to as "Rent"). Tenant shall pay any and all sums of money or charges required to be paid by Tenant under this Lease, including, but not limited to, Additional Rent, promptly when the same are due, without any deductions or setoff whatsoever. Landlord will forward to Tenant any bills Landlord receives that Tenant is obligated to pay, including but not limited to Tax, Utility and other service bills, within five (5) days of Landlord's receipt thereof.

5.4 Lease Year

"Lease Year" shall mean a period of twelve (12) consecutive calendar months, commencing July 1, 2013 and ending on June 30, 2018. The first Lease Year shall begin on the Rent Commencement Date. Each succeeding Lease Year shall commence on the anniversary of the commencement of the first Lease Year.

SECTION 6 **UTILITIES**

Tenant agrees to pay all charges made against the Demised Premises for gas, heat, water, air conditioning, electricity, sanitary and storm sewage disposition, telephone and all other utilities (collectively, the "Utilities") during the Lease Term (but specifically excluding the expenses of bringing Utilities to the Site and to the improvements constituting the Landlord Improvements and separately metering the Utilities, which costs are included as part of the Landlord Improvements) as the same shall become due all of which shall be separately metered and billed directly to Tenant. Landlord shall not

be liable to Tenant for the quality or quantity of any such Utilities, or for any interruption in the supply of any such Utilities.

SECTION 7

TAXES AND ASSESSMENTS

7.1 Obligation

Tenant agrees to pay to Landlord as Additional Rent any and all Taxes (as defined below) assessed against the Demised Premises or any personal property located on the Demised Premises for each Lease Year or partial Lease Years during the Lease Term.

7.2 Definition

"Taxes" shall be defined as: (a) all taxes (either real or personal), assessments (general or specific), all water and sewer charges, and all other governmental impositions, which may be levied during the Lease Term upon the land, buildings or improvements comprising the Demised Premises or any part thereof; (b) all other taxes and other charges imposed by the State of Michigan or any subdivision thereof which: (1) are in replacement of or in lieu of increases in all or any part of ad valorem taxes as sources of revenue and (2) are based in whole or in part upon Demised Premises or any interest therein or the ownership thereof, or the rents, profits or other income therefrom, including, without limitation, income, single business, franchise, excise, license, privilege, sales, use, and occupancy taxes; (c) a tax or surcharge of any kind or nature upon, against or with respect to the parking areas or the number of parking spaces on the Demised Premises; and (d) all costs and expenses incurred by Landlord during the lease term for negotiations for or contests of the amount of such taxes and assessments, without regard to the result, including, without limitation, actual attorneys' fees; provided, that Tenant pre-approves such contests for taxes or assessments. Taxes shall not include any tax on the net income of Landlord, except to the extent included in subparagraph (b) above.

7.3 Payments

Taxes on the Demised Premises levied or assessed for or during the Lease Term shall be paid to Landlord within ten (10) days after Landlord delivers to Tenant a statement for such Taxes. The Taxes for the years in which this Lease commences and terminates shall be prorated on a due date and per diem basis for the number of days comprising the portion of such Lease Years.

7.4 Tenant's Taxes

Tenant shall pay all real and personal property taxes levied or assessed against Tenant's property and improvements upon or affixed to the Demised Premises, including taxes attributable to all alterations, additions, or improvements made by Tenant.

SECTION 8
USE OF DEMISED PREMISES

8.1 Use of Demised Premises

Tenant shall use and occupy the Demised Premises during the Lease Term only for (a) the purpose of establishing, managing, and operating a public school academy for use as an elementary school known as the University Preparatory Academy-Ellen Thompson Campus and attendant office use, and for no other purpose without the prior written consent of Landlord, which may be granted or withheld in its sole and absolute discretion. Tenant shall not use or permit any person to use the Demised Premises or any part thereof for any use or purpose other than the use stated in this Lease or in violation of any law, statute, order, ordinance, code, rule or regulation of any federal, state or municipal body or other governmental agency or authority having jurisdiction thereof, including, without limitation, zoning, land use and building ordinances, uses and requirements; occupational safety and health requirements; community right-to-know requirements; the Americans With Disabilities Act of 1990; and state and federal environmental laws (collectively "Laws") affecting the Demised Premises, if any; provided, however, that Tenant shall not be responsible for any violation of Laws or any condition at the Demised Premises existing on or before the Lease Commencement Date. Tenant shall comply strictly with each and every term, condition, and requirement of the Charter School Contract.

8.2 Care of Demised Premises

Tenant shall keep the Demised Premises orderly, neat, safe and clean and free from rubbish and dirt at all times and shall store all inventory, supplies, trash and garbage within the buildings on the Demised Premises. Tenant shall keep the driveways and walkways within the Demised Premises free from snow and ice, and shall arrange for the regular removal of snow during the winter months and the pick-up of trash and garbage at Tenant's expense. At the expiration of the Lease Term, or the sooner termination thereof, Tenant shall surrender the Demised Premises in a substantially similar condition and repair as existed at the time Tenant took possession, reasonable wear and tear excepted.

8.3 Hazardous Substances

Tenant shall not use, cause or permit the Demised Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous substances.

SECTION 9
INDEMNITY

9.1 Indemnity

To the extent permitted by applicable law and without waiving any privilege or immunity, Tenant shall defend, indemnify and hold harmless Landlord and Landlord's officers, directors, employees and agents (regardless of any negligence imputed to

Landlord by law due to its ownership of the real property involved), from and against any and all claims, suits, personal injuries, death, property damage, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses (collectively "Damages") which may be imposed upon, incurred by, or asserted against Landlord or Landlord's officers, directors, employees or agents (collectively "Indemnified Parties"), arising directly or indirectly from any (a) occurrence on or about the Demised Premises from any cause whatsoever from and after the Commencement Date and during the Lease Term, (b) failure of Tenant to comply with any provision of this Lease, (c) failure of any subtenant to comply with any provision of any sublease, (d) occupancy or use by Tenant and/or subtenant of the Demised Premises or any act or omission of Tenant, its employees, agents, representatives, invitees, licensees and contracting parties or any subtenant, or (e) failure of Tenant to strictly comply with the terms and conditions of the Charter School Contract. The indemnities provided herein shall include attorneys' fees incurred by the Indemnified Parties in connection with such Damages or to enforce the indemnity given hereunder. Tenant shall not be required, however, to indemnify Landlord against Damages arising from Landlord's gross negligence or willful misconduct. Any liability or loss as to which the Indemnified Parties are entitled under this Section 9.1 and all expenses incurred in connection therewith including, but not limited to, attorneys' fees, shall constitute Additional Rent payable upon demand.

9.2 Liability Insurance

Tenant shall procure and keep in effect during the Lease Term commercial, general liability insurance on an occurrence basis, including operations and insured contract coverage, for personal injury or death or property damage occurring in, upon or about the Demised Premises or any street, drive, sidewalk, curb or passageway adjacent thereto in the amount reasonably required by Landlord (but in no event less than Ten Million (\$10,000,000) Dollars combined single limit per occurrence, which may be based on a combination of primary coverage plus excess insurance or "umbrella" coverage. Any contractual liability coverage for indemnifications given by Tenant under this Lease shall not in any way limit such indemnifications.

9.3 Delivery of Policy

The insurance policies required by this Section 9 shall name Landlord as an additional insured and contain provisions, deductibles and special endorsements satisfactory to Landlord. Such insurance policies shall prohibit cancellation, alterations, changes, amendments, modifications, deletions or reductions in coverage either at the insistence of Tenant or the insurance company issuing the policy, without at least thirty (30) days prior written notice having been given to Landlord. All insurance policies shall be written by carriers with a Best rating of B+ or greater. Original insurance certificates and copies of insurance policies and all renewals thereof, together with receipts evidencing payment in full of the premiums thereon, shall be delivered promptly to Landlord prior to Tenant taking possession of the Demised Premises and at least thirty (30) days prior to expiration or renewal of such insurance.

SECTION 10
MAINTENANCE AND REPAIRS

10.1 Maintenance And Repairs

Subject to any work covered by warranties Landlord receives from any construction contractor, subcontractor, or materialman providing services and/or material in connection with the Landlord's Improvements, all of which maintenance Landlord shall be responsible to cause to be performed at Landlord's cost, Tenant shall, at its sole cost and expense during the Lease Term, maintain, repair, and replace and keep neat and in good appearance and condition the Demised Premises including, but not limited to, the roof, exterior, interior, ceiling, electrical system, plumbing system, HVAC system, storm sewers, sanitary sewers, water main, the driveways, walkways, parking area, lighting facilities, landscaping, and land which are part of the Demised Premises; provided, however, that Tenant shall not be responsible for latent defects at the Demised Premises. The plumbing system, including the sewage facility serving the Demised Premises, shall not be used for any purpose other than for which it was constructed, and Tenant shall not introduce any matter therein which results in blocking such system. Tenant shall, at its sole cost and expense, also repair or replace the driveways, walkways, parking areas, and landscaping on the Demised Premises. Tenant shall, at its sole cost and expense, contract with contractors acceptable to Landlord (except in the case of emergency and except custodial) for the performance of all maintenance, repairs, and replacement required of Tenant under this Lease. Tenant shall perform such maintenance, repairs, and replacement so as to maintain the Demised Premises in the same condition in which it was delivered to Tenant, reasonable wear and tear excepted. Such maintenance, repair, and replacement obligations of Tenant shall include items deemed to be capital improvements for tax purposes. The maintenance, repair, and replacement obligations of Tenant hereunder shall survive termination of this Lease to the extent such obligations accrued prior to the termination of this Lease.

Tenant hereby agrees to appropriate an annual amount ("Annual Cap Ex Amount") per Lease Year for the remaining Lease Term and any exercised Option Period for fixtures, furnishings, and equipment (collectively, the "FF&E"), mechanical, HVAC, plumbing, sewer, electrical, and other building system (collectively, the "Building Systems") repairs and replacement at the Demised Premises. The repair and/or replacement FF&E and Building Systems shall become the property of Landlord upon installation caused by Tenant and shall remain at the Demised Premises after termination and/or expiration of this Lease. FF&E and Building Systems expenditures shall be made prior to the commencement of the School Year during such Lease Year and, if the Annual Cap Ex Amount is not expended by the start of the School Year, the remaining amount shall be placed in an escrow account or capital reserve budget line item ("Escrow Amount") before the start of the School Year with a federally insured bank with withdrawal privileges requiring the signatures of both Landlord and Tenant for withdrawals in excess of \$10,000. Tenant's failure to expend the Annual Cap Ex Amount in each Lease Year and/or escrow the shortfall or full amount thereof after the fourth Lease Year and for each and every year thereafter, including any Option Period (if exercised), in a timely fashion as outlined herein shall constitute a Default under this Lease.

Tenant agrees the Cap Ex Amount currently held in an Escrow Account under the lease in place at the time of, and replaced by, the execution of this Lease shall continue to be held in such Escrow Account until June 30, 2014. Such Cap Ex Amount requirement shall expire on June 30, 2013. On or before June 30, 2014, Landlord and Tenant shall negotiate in good faith to determine, through a comprehensive building evaluation, the Annual Cap Ex Amount and include a schedule of Annual Cap Ex Amounts as an additional Exhibit C to this Lease.

10.2 Compliance With Laws

During the term of this Lease, Tenant shall comply with all Laws (as defined in Section 8.1) and make any repairs, additions, modifications or alterations to the Demised Premises, regardless of the nature thereof, which are required by any Laws or required by the insurance carrier to maintain the insurance required under this Lease; provided, however, that Tenant shall not be responsible for any conditions existing at the Demised Premises prior to the Lease Commencement Date.

SECTION 11 **TENANT'S ALTERATIONS**

Tenant shall not make any structural alterations, additions, modifications or improvements to the Demised Premises without the prior written consent of Landlord, which consent may be granted or withheld in the sole and absolute discretion of Landlord. Tenant shall not make any non-structural alterations, additions, modifications or improvements having a cost in excess of \$10,000 to the Demised Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

SECTION 12 **PROPERTY INSURANCE, REBUILDING AND WAIVER OF SUBROGATION**

12.1 Property Insurance

Tenant shall, during the Lease Term, at its sole cost and expense keep the Demised Premises and all Landlord owned FF&E insured for the benefit of Landlord:

(a) by an "All Risk of Physical Loss" policy with the broadest form of extended coverage endorsement in an amount sufficient to prevent Landlord from becoming a co-insurer under the policies or Laws, including special extended coverage endorsements reasonably required by Landlord in an amount equal to the full replacement and reconstruction cost and valued on a replacement cost basis of the building, improvements and Landlord owned FF&E which are a part of the Demised Premises (including any alterations) as determined solely by Landlord, without allowance for depreciation and exclusive of the cost of excavations, foundations and footings;

(b) against damage by flood if the Site is located in an area identified by the Secretary of Housing and Urban Development, or any successor, as an area having special flood hazard and in which flood insurance has been made available under the Flood Acts, in an amount determined solely by Landlord;

(c) against damage or loss from (1) sprinkler system leakage, and (2) boilers, if any, boiler tanks, if any, heating and air-conditioning equipment, pressure vessels, auxiliary piping and similar apparatus, in an amount determined solely by Landlord; and

(d) during the period of any construction, repair, restoration, or replacement of the Demised Premises performed after the construction of the Landlord Improvements, by a standard builder's risk policy with extended coverage in an amount at least equal to the full replacement and reconstruction cost and valued on a replacement cost basis, workers compensation in statutory amounts, and such endorsements as required by Landlord.

Tenant shall provide Landlord with evidence of the above-referenced insurance on or before the Lease Commencement Date. Evidence of such insurance shall be in the form of an insurance policy or binder. Landlord shall be named as an additional insured on all such policies. If Tenant fails to maintain such insurance coverage, Landlord may, at its option, procure such insurance for the account of Tenant and the cost thereof shall be paid by Tenant to Landlord upon delivery to Tenant of bills therefore. The insurer or insurers shall be such as may from time to time be approved by Landlord and shall be issued by insurance companies authorized to do business in the State of Michigan.

12.2 Rebuilding

If the Demised Premises shall become damaged by fire or other casualty, Landlord may either restore the Demised Premises or make it tenable (to the extent of available insurance proceeds) or terminate this Lease by notifying the Tenant of such termination within thirty (30) days after the date of such damage, at its sole option. Tenant shall immediately notify Landlord of the occurrence of a fire or other casualty at the Demised Premises.

12.3 Waiver of Subrogation

Any property insurance policy carried by Landlord or Tenant or any policy covering both the interest of Landlord or Tenant under this Section 12 shall include a provision under which the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant in connection with any loss or damage covered by any such policy. Landlord or Tenant hereby release and discharge each other from any liability whatsoever arising from any loss, damage or injury caused by fire or other casualty to the extent of the insurance covering such loss, damage or injury.

SECTION 13 EMINENT DOMAIN

13.1 Condemnation

If all or any material part of the Demised Premises shall be taken or condemned by any competent authority for any public use or purpose, the Lease Term shall, at the option of Landlord, end as of the date of the actual taking. If the Demised Premises may not be reasonably used for the purpose contemplated by this Lease following any taking, Tenant may terminate this Lease by written notice to Landlord. In the event of a termination

pursuant to this Section, Rent shall be prorated to the date of such taking. In the event of a condemnation, Landlord shall be entitled to the entire condemnation award, except that Tenant shall be entitled to receive any portion of the condemnation proceeds awarded for Tenant moving costs and related expenses, and diminution in value of the leasehold interest only and loss of business.

SECTION 14 **ACCESS TO PREMISES**

Landlord or Landlord's agent shall have the right to enter the Demised Premises at all reasonable times to inspect or examine the same, and to make such tests, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. Landlord shall conduct all inspections and examinations and all repairs, alterations, improvements and/or additions in such a manner so as to not unreasonably disrupt the operations of Tenant at the Demised Premises.

SECTION 15 **FIXTURES AND EQUIPMENT**

All FF&E installed by Landlord shall remain the property of Landlord at the termination of this Lease. If Tenant installs any FF&E during the Lease Term that are incorporated into and/or affixed to the buildings or improvements located on the Demised Premises and cannot be removed without substantial damage or injury to the buildings or improvements, then such FF&E shall automatically become the property of Landlord upon installation and shall not be removed without Landlord's prior written consent, which may be granted or withheld in Landlord's sole and absolute discretion. All FF&E installed by Tenant and not removed at the termination of the Lease Term shall remain the property of Landlord. In the event Landlord consents to such removal, Tenant shall remove such FF&E in accordance with all applicable Laws and Restrictions and shall repair any damage or injury caused by the removal thereof in a good and workmanlike manner.

If Tenant installs any FF&E during the Lease Term of which can be removed from the Demised Premises without substantial damage or injury to the buildings or improvements, then Tenant may remove such FF&E at the termination of this Lease.

Annually, on or about April 15 of each calendar year, Tenant shall provide Landlord with an accounting as to any FF&E of Landlord which have been replaced or otherwise disposed of by Tenant. Except for any such items which have become damaged or unusable, Tenant shall offer Landlord the opportunity, in writing and with reasonable notice (not less than seven (7) days), to claim any items being replaced by Tenant. If Landlord does not exercise its right to claim such items, they may be disposed of by Tenant in such fashion as Tenant may deem appropriate.

SECTION 16
ASSIGNMENT, SUBLETTING AND TRANSFERS BY TENANT

Tenant shall not sell, assign, sublet, hypothecate, encumber, mortgage or in any manner transfer this Lease or any estate or interest therein (including any transfer by operation of law or otherwise), the Demised Premises or any part thereof or permit the use of the Demised Premises by any person or entity other than Tenant (collectively, a "Transfer") without the prior written consent of Landlord, which may be granted or withheld in its sole and absolute discretion.

SECTION 17
MORTGAGE, SALE OR TRANSFER

17.1 Mortgage

Landlord shall have the right to mortgage or otherwise encumber (which shall include any form of encumbrance, mortgage, deed of trust, or other similar instrument which will enable Landlord to secure tax credits relating to the Demised Premises and/or the use thereof) the Demised Premises ("Mortgage"). In the event of a Mortgage, the Tenant shall attorn to the mortgagee or other similarly situated party ("Mortgagee") and recognize the Mortgage as superior to the rights of the Tenant under this Lease upon the condition that the Mortgagee executes and delivers to Tenant an agreement ("SNDA Agreement") in a form satisfactory to Tenant and Mortgagee that provides that the Mortgagee will recognize this Lease and not disturb Tenant's possession of the Demised Premises so long as Tenant is not otherwise in Default beyond any applicable cure period in the event of foreclosure or other enforcement activity. Tenant agrees, upon receipt of such SNDA Agreement, to execute such further reasonable instrument(s) as may be necessary to subordinate this Lease to the lien of any such Mortgage.

17.2 Sale or Transfer

Landlord shall have the right to sell, transfer or assign the Demised Premises ("Conveyance"). In the event of a Conveyance, Tenant shall attorn to the purchaser, transferee or assignee ("Transferee") and recognize such Transferee as Landlord under this Lease and Landlord shall be relieved from all subsequent obligations and liabilities under this Lease, provided such obligations are assumed in writing by such Transferee and a copy thereof is provided to Tenant.

SECTION 18
DEFAULT, RE-ENTRY AND DAMAGES

18.1 Default

The following non-exhaustive list of events shall constitute a default ("Default") under this Lease:

- (a) Tenant fails to pay within seven (7) days of the due date any Base Rent or Additional Rent due hereunder on the day the same shall be due;

(b) Tenant fails to perform any of the terms and conditions under this Lease, other than the payment of Base Rent or Additional Rent, and such failure remains uncured for thirty (30) days following written notice thereof given by Landlord to Tenant;

(c) Tenant files bankruptcy or Tenant becomes insolvent;

(d) Tenant has abandoned for longer than thirty (30) days, except for the period from June 30 to August 30 of any Lease Year, which shall not be deemed abandonments, or Tenant has vacated the Demised Premises;

(e) In the event that a Change in Control of Tenant occurs without the prior approval of Landlord being obtained. "Change in Control" shall mean a change in Board President of the Tenant's Board of Directors, or a change in the majority of members of the Tenant's Board of Directors from those holding office on the Lease Commencement Date, without the prior approval of Landlord having been obtained.

(f) In the event that a Change in Control of the Educational Management Company used by Tenant to operate the public school academy which is operating the building and facility which is the subject of this Lease occurs without the prior approval of Landlord being obtained. "Change in Control" shall mean any of the following: (1) a change in the President of the Board of Directors or Managing Member of the Educational Management Company; (2) a change in the majority of members of the Board of Directors or membership of the Educational management Company from those holding such positions on the Lease Commencement Date; or (3) change in the Chief Executive Officer (or similar title); or (4) any change of the actual person in primary control of the operation of the respective school on behalf of the Educational Management Company.

(g) The failure of Tenant to establish policies required by the Charter School Contract when and as required by the Charter School Contract.

(h) The termination or expiration of the Charter School Contract or any failure to renew or extend the Charter School Contract for any reason or no reason, unless replaced as provided in Section 2.2 prior to the commencement of the next School Year. In the event the Charter School Contract is terminated during the School Year, thereby prohibiting the Tenant from operating a public school in accordance with Michigan law, this Lease shall terminate automatically.

(i) A default by Tenant under any current Leases (or subleases) between Tenant, or any entity related to Tenant, and any subsidiary or related entity to Thompson Educational Foundation, which may include but are not limited to TEF-ONE, LLC, TEF-TWO, LLC, TEF-FOUR, LLC, TEF-FIVE, LLC, TEF-EIGHT, LLC and TEF Franklin, LLC, that is not cured within the time specified in such Lease.

(j) Failure by Tenant to provide all information reasonably requested by Landlord to permit Landlord to confirm compliance with the terms of any tax credit arrangements relating to the Demised Premises and any Mortgage.

(k) Tenant fails to meet any one or more of the performance standards set forth on **Exhibit B** (collectively, the "Performance Standards").

(l) In the event that there shall be a change in the Contract Administrator in place at the time of Lease Commencement Date, without the prior written approval of Landlord having been obtained.

18.2 Landlord's Remedies Upon Default

(a) Immediately upon Tenant's Default under this Lease, except (i) in the case of Tenant's Default under 18.1(e), one (1) year from Tenant's failure to meet any of the Performance Standards, and (ii) in the case of a Tenant's Default under 18.1(f), if during a School Year, by June 30, Landlord shall, in addition to all of its other remedies under this Lease and available at law or in equity, have the right to re-enter the Demised Premises, in accordance with applicable law, to remove all persons and property therefrom. Upon the occurrence of such Default, Landlord, at its option, may either terminate this Lease or, without terminating this Lease, re-let the Demised Premises or any part thereof on such terms and conditions as Landlord deems advisable in its sole and absolute discretion. No such eviction, entry, or taking of possession of the Demised Premises, whether through summary eviction proceedings or by self-help, shall be construed as an election on its part to terminate this Lease unless Landlord provides written notice of such intention to Tenant or unless termination is declared by a court of competent jurisdiction.

(b) In addition to any other remedy provided for herein, if Landlord brings suit to recover possession of the Demised Premises or money due under this Lease or a suit for the breach of an obligation Tenant should have performed under the Lease and if the Landlord prevails, the Tenant shall pay the Landlord for expenses incurred in such action, including reasonable attorney's fees. Such expenses shall be deemed to have been incurred when the action commences and shall be enforced whether or not the action is prosecuted to judgment. In the event Tenant prevails in any lawsuit in connection with the Demised Premises, Tenant shall have its expenses, including reasonable attorney fees, paid by Landlord.

18.3 Waiver of Jury Trial and Counterclaim

In the event Landlord commences any proceedings for non-payment of Rent, Additional Rent, or any other amount payable to Landlord by Tenant, Tenant shall not interpose any counterclaim of whatsoever nature or description in any such proceeding unless same is a compulsory or mandatory counterclaim. This shall not, however, be construed as a waiver of Tenant's right to assert such a claim in any separate action brought by Tenant. Landlord and Tenant waive trial by jury in any action or proceeding brought by either party on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of lessor and lessee, Tenant's use or occupancy of the Demised Premises, or any claim of injury or damage.

SECTION 19
QUIET ENJOYMENT

Landlord covenants that so long as no Tenant Default has occurred and is continuing, Tenant may peacefully and quietly hold and enjoy the Demised Premises for the Lease Term without interference by Landlord or any person claiming by, through or under Landlord.

SECTION 20
SIGNS

Tenant will not place or cause to be placed or maintained any sign or advertising matter of any kind anywhere on the Demised Premises, except in the interior thereof, without Landlord's prior written approval.

SECTION 21
OPTION TO EXTEND

21.1 Option to Extend Lease Term

So long as no Default has occurred and is continuing, and Landlord and Tenant shall have agreed upon the terms of a revised, updated, and replacement **Exhibit B** setting forth the Performance Standards for the Option Period (as defined below) (the "Replacement Exhibit B"), Tenant shall have one (1) option to extend the Lease Term on the same terms and conditions set forth herein, but including the Replacement Exhibit B for a period of five (5) years (the "Option Period"), in accordance with the terms of this Section 21 (the "Option to Extend"). The Option to Extend the Lease Term is personal to the Tenant and is not transferable or exercisable by any transferee.

21.2 Exercise of Option

Tenant may exercise an Option to Extend by providing Landlord with written notice of exercise not more than fifteen (15) months or less than twelve (12) months prior to the expiration of the initial Lease Term, provided Tenant is in compliance with the Performance Standards, and the Replacement Exhibit B has been incorporated into the Lease and is applicable for the Option Period.

SECTION 22
MISCELLANEOUS

22.1 Condition of Demised Premises

This Lease and exhibits attached hereto and forming a part hereof, set forth all of the covenants, agreements, stipulations, promises, conditions, understandings and representations, hereinafter collectively "Representations" between Landlord and Tenant concerning the Demised Premises. Landlord and Tenant agree that there are no Representations other than set forth herein and agree to make no claims against each other based upon Representations not set forth herein.

22.2 Modification

This Lease shall not be modified or amended unless in writing signed by Landlord and Tenant.

22.3 Notices

Any notices or demands required under this Lease shall be in writing addressed to the party at the address set forth in Section 1, except that after the Commencement Date any notice to Tenant shall be given in writing at the Demised Premises or such changed address provided in writing by Tenant and shall be served as follows: (a) by personal service with service being effective upon delivery, or (b) by certified mail, return receipt requested, with service being effective two (2) days after mailing, or (c) by telecopy, facsimile or other form of telecommunication, with service being effective upon the date of transmission with reasonable evidence that the transmission was sent, or (d) by recognized overnight courier service, with service being effective one (1) day after delivery, prepaid, to such courier service.

22.4 Survival

Any obligation of Tenant under this Lease which is not performed in full prior to the termination of this Lease shall survive the termination of this Lease and continue in full force and effect until performed in full.

22.5 Captions and Section Numbers

The captions, section numbers, article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease.

22.6 Construction

This Lease shall be construed and enforced in accordance with the laws of the State of Michigan. If any provision of this Lease, or the application thereof to any person or circumstances, shall, to any extent be invalid or unenforceable, the remaining provisions of this Lease shall not be affected thereby and shall be valid and enforceable.

22.7 Binding Effect

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and permitted transferees.

22.8 Joint Drafting

Landlord and Tenant acknowledge and agree that each has joined in and contributed to the drafting of this Lease and as a result there shall be no presumption in construing the provisions of this Lease favoring or burdening either Landlord or Tenant based upon draftsmanship or similar rule of construction.

22.9 Counterparts

This Lease may be executed in any number of separate counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same document.

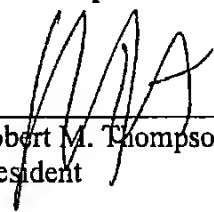
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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

LANDLORD:

THOMPSON EDUCATIONAL FOUNDATION,
a Michigan non-profit corporation

By: _____


Robert M. Thompson
President

TENANT:

**THE PUBLIC SCHOOL ACADEMIES OF
DETROIT,** a Michigan nonprofit corporation

By: _____

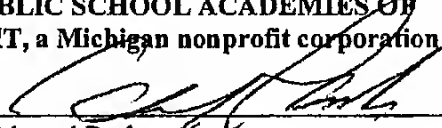

Edward Parks
President

Exhibit A

Legal Description

A parcel of land located in Private Claim 23 and Private Claim 247, City of Detroit, Wayne County, Michigan, comprised of Lots 1 to 15, both inclusive, Lots 16 to 21 both inclusive and part of Lots 22 to 30 both inclusive of DUNCAN'S SUBDIVISION of Lots 23, 24, 25, 26, 27 and the North 1/2 of Lot 22, Connor's Subdivision of the Forsyth Farm, City of Detroit, Wayne County, Michigan, as recorded in Liber 20 of Plats, Page 42, Wayne County Records, along with the vacated portion of a 20 foot wide public alley adjacent to said Lots 12 through 17; and Lots 1, 2, 3 and 4 of ALBERT CRANE'S SECTION OF THE CRANE FARM, as recorded in Liber 1 of Plats, Page 151, Wayne County Records; Also the vacated portion of Forsyth Avenue South of Holden Avenue, and being more particularly described as follows:

Beginning at the intersection of the Westerly line of Fourth Street and the Southerly line of Holden Avenue, also being the Northeasterly corner of said Lot 4 of ALBERT CRANE'S SECTION OF THE CRANE FARM; thence along the Westerly line of Fourth Street (50 feet wide), South 22 degrees 50 minutes 59 seconds East, 73.00 feet; thence along the Northerly line of public alley adjacent to Lot 4, South 67 degrees 09 minutes 01 second West, 71.12 feet; thence South 70 degrees 56 minutes 10 seconds West, 43.98 feet; thence along the Westerly line of a 20 foot wide public alley adjacent to said Lots 17 through 30 of DUNCAN'S SUBDIVISION, South 22 degrees 50 minutes 59 seconds East, 392.45 feet; thence along the Easterly right of way line of John C. Lodge Freeway the following (9) courses: (1) North 57 degrees 28 minutes 35 seconds West, 26.75 feet; (2) North 55 degrees 51 minutes 37 seconds West, 35.79 feet; (3) North 53 degrees 14 minutes 13 seconds West, 34.79 feet; (4) North 48 degrees 56 minutes 46 seconds West, 33.42 feet; (5) North 42 degrees 58 minutes 51 seconds West, 31.96 feet; (6) North 43 degrees 19 minutes 00 seconds West, 32.03 feet; (7) North 41 degrees 16 minutes 49 seconds West, 31.63 feet; (8) North 43 degrees 19 minutes 00 seconds West, 32.03 feet; and (9) North 40 degrees 35 minutes 25 seconds West, 31.50 feet (recorded as 31.51 feet); thence along the Southerly line of said Lot 21 and an extension thereof, South 67 degrees 11 minutes 13 seconds West (recorded as South 67 degrees 11 minutes 41 seconds West) 18.06 feet; thence along the Westerly line of vacated Forsyth Avenue (also being the Easterly line of the John C. Lodge Freeway), North 31 degrees 09 minutes 09 seconds West, 293.93 feet and North 22 degrees 50 minutes 59 seconds West, 102.43; thence along the Southerly line of Holden Avenue (66 feet wide), South 79 degrees 43 minutes 24 seconds East, 352.85 feet to the Point of Beginning.

Common Address:	957 Holden, Detroit, MI
Tax Identification Numbers:	001321 44
	004319

Exhibit B

Performance Standards

Tenant's failure to meet in any school year during the Term any one or more of the standards relating to its operation of the University Preparatory Academy Elementary School – Ellen Thompson Campus, set forth below, is a default of Lease.

1. Average daily attendance rate for students shall be at least 90% for each school year.
2. Sixth graders will score within 10 percent of the state average in reading and math on the state exam, currently the MEAP, and outperform selected districts serving students from comparable demographic backgrounds.
4. Re-enrollment rates shall result in at least 75% of eligible seventh grade students entering the middle schools upon graduation from the elementary schools each year (students who migrate from elementary schools, students who move to other high performing schools as defined by MDE, and students who move out of the area are included in the percentage.)
5. University Prep Schools will meet whatever metric the state determines will replace Adequate Yearly Progress (AYP).

Additional Performance Standards

Annually, by October 31st of each school year, Tenant will provide Landlord certain reporting data regarding school operations as is outlined in the attached forms, labeled as **Exhibit B.1**.

Exhibit C

Schedule of Annual Cap Ex Amounts

BLOOMFIELD 38030-1 1231627v4

**FIRST AMENDMENT TO LEASE AGREEMENT REGARDING
WAIVER OF CAP EX SCHEDULE C**

This First Amendment to the Lease Agreement ("Amendment") is made as of the 31st day of July, 2013, by and between, **Thompson Educational Foundation**, a Michigan non-profit corporation, owner and Landlord of the property located at 957 Holden, Detroit, Michigan, and **Public School Academies of Detroit**, a Michigan nonprofit corporation, and Tenant of the property located at 957 Holden, Detroit, Michigan.

RECITALS:

A. WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement, dated July 31, 2013 (the "Lease"), for certain premises (the "Premises") legally described in Exhibit A to the Lease and incorporated herein;

B. WHEREAS, the parties desire to amend the Lease on the terms and conditions as set forth below, with all other terms of the Lease and rights of all parties otherwise remaining the same.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The requirement set forth in Section 10.1 of the Lease that the Tenant will appropriate an annual amount ("Annual Cap Ex Amount") per Lease Year for the remaining Lease Term is hereby waived and extended to permit the appropriation of the Cap Ex Amount on or before December 2, 2013 for the 2013-14 school year.

2. The requirement that the Annual Cap Ex Amount Schedule C is updated is also hereby waived and extended to permit the updated Schedule C to be supplemented on or before December 2, 2013 for the 2013-14 school year.

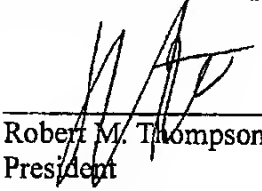
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first above written.

LANDLORD:

**THOMPSON EDUCATIONAL FOUNDATION,
a Michigan non-profit corporation,**

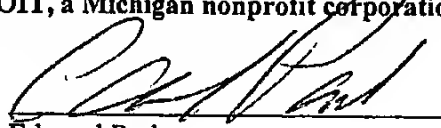
By: _____


Robert M. Thompson
President

TENANT:

**THE PUBLIC SCHOOL ACADEMIES OF
DETROIT, a Michigan nonprofit corporation**

By: _____


Edward Parks
President